



JUSTICE COMMITTEE AGENDA
Government Center, Room 400

Wednesday, September 1, 2004

5:00 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – July 12, 2004
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. David Owens, McLean County Sheriff
 - 1) Items to be Presented for Action:
 - a) Request Approval of Resolution Adopting National Incident Management System 1-11
 - b) Request Approval of Emergency Appropriation Ordinance Amending FY 2004 Combined Annual Appropriation and Budget Ordinance, Homeland Security Fund XXXX, Sheriff's Department 0029 12-13
 - 2) Items to be Presented for Information:
 - a) McLean County Detention Facility Population Report 14-16
 - b) General Report
 - c) Other

B.	Bill Yoder, McLean County State's Attorney	
	1) <u>Items to be Presented for Action:</u>	
	a) Request Approval of contract between Illinois Department of Children and Family Services and McLean County for the Assistant State's Attorney assigned to the Children's Advocacy Center/Child Protection Network	17-33
	b) Intergovernmental Agreement Between the Department of Children and Family Services and McLean County to Provide the Department of Children and Family Services an Assistant State's Attorney	34-40
	2) <u>Items to be Presented for Information:</u>	
	a) 2004 Case Load Report	41
	b) General Report	42
	c) Other	
C.	Bill Gamblin, Director, 911 Administration	
	1) <u>Items to be Presented for Information:</u>	
	a) E-911 Statistical Reports, July 2004	43-67
	b) General Report	
	c) Other	
D.	Sandy Parker, McLean County Circuit Clerk	
	1) <u>Items to be Presented for Information:</u>	
	a) Statistical Reports, July-August 2004	68-76
	b) General Report	
	c) Other	
E.	Amy Davis, Public Defender	
	1) <u>Items to be Presented for Information:</u>	
	a) Monthly Caseload Report for July 2004	77-79
	b) General Report	
	c) Other	
F.	Ed Books, Rescue Squad, Assistant Chief	
	1) <u>Items to be Presented for Action:</u>	
	a) Request Approval of MABAS Membership Request (to be handed out at meeting)	
	2) <u>Items to be Presented for Information</u>	
	a) General Report	80-81
	b) Other	
G.	Beth C. Kimmerling, Coroner	
	1) <u>Items to be Presented for Information:</u>	
	a) General Report	82
	b) Other	

H. Roxanne Castleman, Director, Court Services

1) Items to be Presented for Information:

- | | | |
|----|--|-------|
| a) | Court Services Adult/Juvenile Division Statistics, July 2004 | 83-84 |
| b) | Juvenile Detention Center – McLean County Statistics, 2004 | 85-87 |
| c) | Juvenile Detention Center – Out of County Statistics, 2004 | 88-90 |
| d) | General Report | |
| e) | Other | |

I. Billie Larkin, Director, Children's Advocacy Center

1) Items to be Presented for Information:

- | | | |
|----|----------------------------|----|
| a) | Monthly Statistical Report | 91 |
| b) | CASA Report | 92 |
| c) | General Report | |
| d) | Other | |

5. Other Business and Communication

6. Recommend payment of Bills and Transfers, if any, to the County Board

7. Adjournment

RESOLUTION ADOPTING NATIONAL INCIDENT MANAGEMENT SYSTEM

WHEREAS, the McLean County Board desires to maximize its capability to respond to critical incidents that threaten the well-being of its citizens, and

WHEREAS, Emergency Response to critical incidents, whether natural or otherwise, requires integrated professional management, and

WHEREAS, Unified Command of such incidents is recognized as the management model to maximize the public safety response, and

WHEREAS, the National Incident Management System, hereinafter referred to as NIMS, has been identified by the Federal Government as being the requisite Emergency Management System for all political subdivisions, and

WHEREAS, failure to adopt NIMS as the requisite Emergency Management may preclude reimbursement to the county for costs expended during and after a declared emergency or disaster and for training and preparation for such disasters or emergencies; now, therefore,

BE IT RESOLVED by the McLean County Board that it shall be the policy of McLean County to adopt and employ the NIMS concept of emergency planning and unified command for critical incidents.

ADOPTED by the McLean County Board this 21ST day of September, 2004.

ATTEST:

APPROVED:

Peggy Ann Milton
Clerk of the County Board,
McLean County, Illinois

Michael F. Sweeney
Chairman of the Board,
McLean County, Illinois

PREFACE

On February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). This system provides a consistent nationwide template to enable Federal, State, local, and tribal governments and private-sector and nongovernmental organizations to work together effectively and efficiently to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity, including acts of catastrophic terrorism. This document establishes the basic elements of the NIMS and provides mechanisms for the further development and refinement of supporting national standards, guidelines, protocols, systems, and technologies.

Building on the foundation provided by existing incident management and emergency response systems used by jurisdictions and functional disciplines at all levels, this document integrates best practices that have proven effective over the years into a comprehensive framework for use by incident management organizations in an all-hazards context (terrorist attacks, natural disasters, and other emergencies) nationwide. It also sets in motion the mechanisms necessary to leverage new technologies and adopt new approaches that will enable continuous refinement of the NIMS over time. This document was developed through a collaborative, intergovernmental partnership with significant input from the incident management functional disciplines, the private sector, and nongovernmental organizations.

The NIMS represents a core set of doctrine, concepts, principles, terminology, and organizational processes to enable effective, efficient, and collaborative incident management at all levels. It is not an operational incident management or resource allocation plan. To this end, HSPD-5 requires the Secretary of Homeland Security to develop a National Response Plan (NRP) that integrates Federal government domestic prevention, preparedness, response, and recovery plans into a single, all-disciplines, all-hazards plan. The NRP, using the comprehensive framework provided by the NIMS, will provide the structure and mechanisms for national-level policy and operational direction for Federal support to State, local, and tribal incident managers and for exercising direct Federal authorities and responsibilities as appropriate under the law.

HSPD-5 requires all Federal departments and agencies to adopt the NIMS and to use it in their individual domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation programs and activities, as well as in support of all actions taken to assist State, local, or tribal entities. The directive also requires Federal departments and agencies to make adoption of the NIMS by State and local organizations a condition for Federal preparedness assistance (through grants, contracts, and other activities) beginning in FY 2005. Jurisdictional compliance with certain aspects of the NIMS will be possible in the short term, such as adopting the basic tenets of the Incident

Command System (ICS) identified in this document. Other aspects of the NIMS, however, will require additional development and refinement to enable compliance at a future date (e.g., data and communications systems interoperability). The Secretary of Homeland Security, through the NIMS Integration Center discussed in Chapter VII, will publish separately the standards, guidelines, and compliance protocols for determining whether a Federal, State, local, or tribal entity has adopted the aspects of the NIMS that are in place by October 1, 2004. The Secretary, through the NIMS Integration Center, will also publish, on an ongoing basis, additional standards, guidelines, and compliance protocols for the aspects of the NIMS not yet fully developed.

INTRODUCTION AND OVERVIEW

A. INTRODUCTION.

Since the September 11, 2001, attacks on the World Trade Center and the Pentagon, much has been done to improve prevention, preparedness, response, recovery, and mitigation capabilities and coordination processes across the country. A comprehensive national approach to incident management, applicable at all jurisdictional levels and across functional disciplines, would further improve the effectiveness of emergency response providers¹ and incident management organizations across a full spectrum of potential incidents and hazard scenarios. Such an approach would also improve coordination and cooperation between public and private entities in a variety of domestic incident management activities. For purposes of this document, incidents can include acts of terrorism, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, typhoons, war-related disasters, etc.

On February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD)-5, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). According to HSPD-5:

This system will provide a consistent nationwide approach for Federal, State,² and local³ governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility

¹ As defined in the Homeland Security Act of 2002, Section 2(6), "The term 'emergency response providers' includes Federal, State, and local emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities." 6 U.S.C. 101(6)

² As defined in the Homeland Security Act of 2002, the term "State" means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. 6 U.S.C. 101(14).

³ As defined in the Homeland Security Act of 2002, Section 2(10), the term, "local government" means "(A) county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity." 6 U.S.C. 101(10).

2 National Incident Management System

among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multiagency coordination systems; unified command; training; identification and management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

While most incidents are generally handled on a daily basis by a single jurisdiction at the local level, there are important instances in which successful domestic incident management operations depend on the involvement of multiple jurisdictions, functional agencies, and emergency responder disciplines. These instances require effective and efficient coordination across this broad spectrum of organizations and activities. The NIMS uses a systems approach to integrate the best of existing processes and methods into a unified national framework for incident management. This framework forms the basis for interoperability and compatibility that will, in turn, enable a diverse set of public and private organizations to conduct well-integrated and effective incident management operations. It does this through a core set of concepts, principles, procedures, organizational processes, terminology, and standards requirements applicable to a broad community of NIMS users.

B. CONCEPTS AND PRINCIPLES.

To provide this framework for interoperability and compatibility, the NIMS is based on an appropriate balance of flexibility and standardization.

1. Flexibility.

The NIMS provides a consistent, flexible, and adjustable national framework within which government and private entities at all levels can work together to manage domestic incidents, regardless of their cause, size, location, or complexity. This flexibility applies across all phases of incident management: prevention, preparedness, response, recovery, and mitigation.

2. Standardization.

The NIMS provides a set of standardized organizational structures—such as the Incident Command System (ICS), multiagency coordination systems, and public information systems—as well as requirements for processes, procedures, and systems designed to improve interoperability among jurisdictions and disciplines in various areas, including: training; resource management; personnel qualification and certification; equipment certification; communications and information management; technology support; and continuous system improvement.

C. OVERVIEW.

The NIMS integrates existing best practices into a consistent, nationwide approach to domestic incident management that is applicable at all jurisdictional levels and across functional disciplines in an all-hazards context. Six major components make up this systems approach. Each is addressed in a separate chapter of this document. Of these components, the concepts and practices for Command and Management (Chapter II) and Preparedness (Chapter III) are the most fully developed, reflecting their regular use by many jurisdictional levels and agencies responsible for incident management across the country. Chapters IV-VII, which cover Resource Management, Communications and Information Management, Supporting Technologies, and Ongoing Management and Maintenance, introduce many concepts and requirements that are also integral to the NIMS but that will require further collaborative development and refinement over time.

1. NIMS Components.

The following discussion provides a synopsis of each major component of the NIMS, as well as how these components work together as a system to provide the national framework for preparing for, preventing, responding to, and recovering from domestic incidents, regardless of cause, size, or complexity. A more detailed discussion of each component is included in subsequent chapters of this document.

a. Command and Management.

NIMS standard incident command structures are based on three key organizational systems:

(1) The ICS.

The ICS defines the operating characteristics, interactive management components, and structure of incident management and emergency response organizations engaged throughout the life cycle of an incident;

(2) Multiagency Coordination Systems.

These define the operating characteristics, interactive management components, and organizational structure of supporting incident management entities engaged at the Federal, State, local, tribal, and regional levels through mutual-aid agreements and other assistance arrangements; and

(3) Public Information Systems.

These refer to processes, procedures, and systems for communicating timely and accurate information to the public during crisis or emergency situations.

b. Preparedness.

Effective incident management begins with a host of preparedness activities conducted on a “steady-state” basis, well in advance of any potential incident. Preparedness involves an integrated combination of planning, training, exercises, personnel qualification and certification standards, equipment acquisition and certification standards, and publication management processes and activities.

(1) Planning

Plans describe how personnel, equipment, and other resources are used to support incident management and emergency response activities. Plans provide mechanisms and systems for setting priorities, integrating multiple entities and functions, and ensuring that communications and other systems are available and integrated in support of a full spectrum of incident management requirements.

(2) Training

Training includes standard courses on multiagency incident command and management, organizational structure, and operational procedures; discipline-specific and agency-specific incident management courses; and courses on the integration and use of supporting technologies.

(3) Exercises

Incident management organizations and personnel must participate in realistic exercises—including multidisciplinary, multijurisdictional, and multisector interaction—to improve integration and interoperability and optimize resource utilization during incident operations.

(4) Personnel Qualification and Certification

Qualification and certification activities are undertaken to identify and publish national-level standards and measure performance against these standards to ensure that incident management and emergency responder personnel are appropriately qualified and officially certified to perform NIMS-related functions.

(5) Equipment Acquisition and Certification

Incident management organizations and emergency responders at all levels rely on various types of equipment to perform mission essential tasks. A critical component of operational preparedness is the acquisition of equipment that will perform to certain standards, including the capability to be interoperable with similar equipment used by other jurisdictions.

(6) Mutual Aid

Mutual-aid agreements are the means for one jurisdiction to provide resources, facilities, services, and other required support to another jurisdiction during an incident. Each jurisdiction should be party to a mutual-aid agreement with appropriate jurisdictions from which they expect to receive or to which they expect to provide assistance during an incident.

(7) Publications Management

Publications management refers to forms and forms standardization, developing publication materials, administering publications—including establishing naming and numbering conventions, managing the publication and promulgation of documents, and exercising control over sensitive documents—and revising publications when necessary.

c. Resource Management.

The NIMS defines standardized mechanisms and establishes requirements for processes to describe, inventory, mobilize, dispatch, track, and recover resources over the life cycle of an incident.

d. Communications and Information Management.

The NIMS identifies the requirement for a standardized framework for communications, information management (collection, analysis, and dissemination), and information-sharing at all levels of incident management. These elements are briefly described as follows:

(1) Incident Management Communications.

Incident management organizations must ensure that effective, interoperable communications processes, procedures, and systems exist to support a wide variety of incident management activities across agencies and jurisdictions.

(2) Information Management.

Information management processes, procedures, and systems help ensure that information, including communications and data, flows efficiently through a commonly accepted architecture supporting numerous agencies and jurisdictions responsible for managing or directing domestic incidents, those impacted by the incident, and those contributing resources to the incident management effort. Effective information management enhances incident management and response and helps insure that crisis decision-making is better informed.

e. *Supporting Technologies.*

Technology and technological systems provide supporting capabilities essential to implementing and continuously refining the NIMS. These include voice and data communications systems, information management systems (i.e., record keeping and resource tracking), and data display systems. Also included are specialized technologies that facilitate ongoing operations and incident management activities in situations that call for unique technology-based capabilities.

f. *Ongoing Management and Maintenance.*

This component establishes an activity to provide strategic direction for and oversight of the NIMS, supporting both routine review and the continuous refinement of the system and its components over the long term.

2. *Appendices.*

The appendices to this document provide additional system details regarding the ICS and resource typing.

TAB 1—ICS ORGANIZATION

A. FUNCTIONAL STRUCTURE.

The ICS organization comprises five major functional areas (Figure A-1): command, operations, planning, logistics, and finance and administration. (A sixth area, intelligence, may be established if required.)

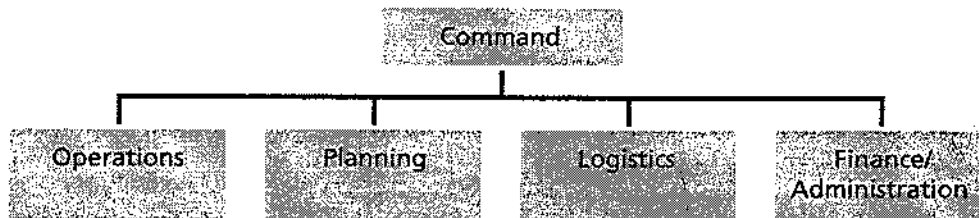


Figure A-1—Incident Command System: Basic Functional Structure

B. MODULAR EXTENSION.

The ICS organizational structure is modular, extending to incorporate all elements necessary for the type, size, scope, and complexity of a given incident. The IC structural organization builds from the top down; responsibility and performance begin with the incident command element and the IC. When the need arises, four separate sections can be used to organize the staff. Each of these may have several subordinate units, or branches, depending on the management requirements of the incident. If one individual can simultaneously manage all major functional areas, no further organization is required. If one or more of the functions requires independent management, an individual is assigned responsibility for that function.

The responding IC's initial management assignments will normally be one or more Section Chiefs to manage the major ICS functional areas (operations, planning, logistics, and finance and administration). The Section Chiefs will further delegate management authority for their areas as required. If a Section Chief sees the need, he or she may establish branches or units (depending on the section). Similarly, each functional unit leader will further assign individual tasks within the unit as needed.

The modular concept described above is based on the following considerations:

- developing the form of the organization to match the function or task to be performed;



Homeland Security

March 1, 2004

MEMORANDUM FOR:

Cabinet Secretaries
Agency Directors
Members of Congress
Governors
Tribal Leaders
Mayors
County, Township, and Parish Officials
State Homeland Security Advisors
Homeland Security Advisory Council
State, Territorial, Local, and Tribal First Responders

FROM:

Tom Ridge

A handwritten signature of Tom Ridge in black ink.

SUBJECT:

National Incident Management System

In Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, the President directed me to develop, submit for review to the Homeland Security Council, and administer a National Incident Management System (NIMS). This system will provide a consistent nationwide approach for Federal, State, local, and tribal governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

The NIMS has undergone extensive vetting and coordination within the Federal family. The development process has also included extensive outreach to State, local, and tribal officials; to the emergency response community; and to the private sector. As a result, the NIMS incorporates the best-practices currently in use by incident managers at all levels. In addition, effective incident management in the homeland security environment we now face involves new concepts, processes, and protocols that will require additional development and refinement over time. The collective input and guidance from all of our homeland security partners has been, and will continue to be, vital to the further development of an effective and comprehensive NIMS.

HSPD-5 requires all Federal departments and agencies to adopt the NIMS and to use it in their individual domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation programs and activities, as well as in support of those actions taken to assist State, local, or tribal entities. The directive also requires Federal departments and agencies to make adoption of the NIMS by State, tribal and local organizations a condition for Federal preparedness assistance beginning in FY 2005. Compliance with certain aspects of the NIMS will be possible in the short-term, such as adopting the basic tenets of the Incident Command System identified in this document. Other aspects of the NIMS, however, will require further development and refinement to enable compliance at future dates.

I ask for your continued cooperation and assistance as we further develop and implement the NIMS and the associated National Response Plan (NRP). I look forward to working with you as we continue our collective efforts to better secure the homeland and protect our citizens from both natural disasters and acts of terrorism.

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2004
Combined Annual Appropriation and Budget Ordinance
Homeland Security Fund -- Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 18, 2003, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

WHEREAS, the Sheriff's Department is the designated coordinating agency for a grant in the amount of \$673,681.00 from the U.S. Department of Homeland Security to acquire a Mobile Command Vehicle, Decontamination Equipment and related security systems and equipment; and

WHEREAS, the Justice Committee, on Wednesday, September 1, 2004, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the cost incurred by the Sheriff's Department to meet the requirements of the Homeland Security grant; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is hereby directed to add the following appropriation in the amount of \$673,681.00 to the Homeland Security Fund XXXX in the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance.

Homeland Security Grant	
XXXX-0029-0029-0404.0008	<u>\$ 673,681.00</u>

2. That the County Auditor is hereby directed to add to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance the following appropriations in the Homeland Security Fund XXXX, Sheriff's Department 0029:

Operational Supplies	
XXXX-0029-0029-0621.0001	\$ 58,814.00
Purchase Machinery/Equipment	
XXXX-0029-0029-0838.0001	\$149,197.00

(2)

Purchase Radio/Equipment XXXX-0029-0029-0839.0001	\$106,000.00
Purchase of Vehicles XXXX-0029-0029-0840.0001	\$248,000.00
Purchase of Police Equipment XXXX-0029-0029-0841.0001	<u>\$111,670.00</u>
Total	<u>\$673,681.00</u>

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 21st day of September, 2004.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

EA_SHER_HOMESEC
09/21/04



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

August 25, 2004

TO: Mr. Tari Renner, Chairman
Justice Committee
FROM: Sheriff David Owens
SUBJ: SEPTEMBER 1ST, 2004 JUSTICE COMMITTEE MEETING

Dear Chairman Renner:

I would respectfully request that the following item be placed on the September 1st, 2004 Justice Committee Agenda for information only:

Information

- 1) **McLean County Detention Facility Population Report:** (Please see attached).

If you have any questions prior to this meeting, please feel free to give me a call.

Respectfully,

David Owens
Sheriff

DO:jc

MCDF Average Population
By Month 2004

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	238.06	217.13	206.55	196.10	184.45	177.73	188.48	190.84					199.92
In House	198.71	190.21	183.87	173.93	162.61	161.33	172.23	180.88					177.97
Female	40.16	31.97	30.81	30.20	28.97	35.30	32.39	31.04					32.61
Male	197.90	185.17	175.74	165.87	155.48	142.43	156.10	159.88					167.32
Spec Needs Female	7.97	8.21	8.61	8.90	8.52	10.40	9.32	9.52					8.93
Spec Needs Male	13.23	11.24	8.68	8.80	7.84	6.80	9.97	8.89					9.43
Str Sent Female	7.20	5.38	7.81	5.52	6.13	10.43	8.37	6.60					7.18
Str Sent Male	51.32	45.83	35.35	28.41	28.48	26.77	31.43	32.64					35.03
Work Rel Female	2.36	00.00	.06	1.00	1.65	.87	00.00	.68					0.83
Work Rel Male	7.84	6.38	8.03	6.62	3.06	1.67	1.90	1.40					4.61
Weekender Female	7.24	6.97	7.03	6.59	6.68	6.00	5.57	4.36					6.31
Weekender Male	13.08	15.03	14.26	16.55	16.55	13.93	14.80	10.48					14.34
Other Fac Female	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00					0.0
Other Fac Male	19.87	6.07	1.16	00.00	00.00	00.00	00.00	00.00					3.39

MCDF-Third Quarter
Population Report
1st August
2004

Date	Total	IN	Female	Male	Spec Needs	Female	Male	Str. Sent	Female	Male	Work Rel	Female	Male	Week	Female	Male	Other Fac	Female	Male
	Pop	House																	
1	190	185	33	157	10	18	7	30	0	1	1	6	12	6	12	0	0	0	0
2	194	180	33	161	11	11	7	32	0	1	1	6	12	6	12	0	0	0	0
3	193	180	33	160	10	11	7	33	0	1	1	6	11	6	11	0	0	0	0
4	195	181	32	163	10	11	7	33	0	1	1	6	10	6	10	0	0	0	0
5	197	183	35	162	13	17	7	33	0	1	1	6	10	6	10	0	0	0	0
6	197	183	34	163	11	9	7	37	0	1	1	5	10	5	10	0	0	0	0
7	198	193	33	165	10	11	9	36	0	1	1	5	10	5	10	0	0	0	0
8	207	202	32	178	10	17	9	40	0	1	1	4	9	4	9	0	0	0	0
9	208	199	34	174	10	14	9	36	1	1	1	4	8	4	8	0	0	0	0
10	197	187	35	162	10	9	9	39	1	1	1	4	10	4	10	0	0	0	0
11	200	191	32	168	9	9	7	36	1	1	1	4	10	4	10	0	0	0	0
12	194	185	31	163	10	15	7	34	1	1	1	4	10	4	10	0	0	0	0
13	194	185	30	164	10	11	7	35	1	1	1	4	10	4	10	0	0	0	0
14	189	184	32	157	12	4	7	39	1	1	1	4	10	4	10	0	0	0	0
15	195	190	33	162	11	7	7	39	1	1	1	4	10	4	10	0	0	0	0
16	193	184	33	160	10	6	6	36	1	2	2	4	12	4	12	0	0	0	0
17	184	172	28	155	9	7	6	33	1	2	2	4	11	4	11	0	0	0	0
18	181	167	30	151	8	5	6	30	1	2	2	4	11	4	11	0	0	0	0
19	178	165	27	151	7	10	6	30	1	2	2	4	11	4	11	0	0	0	0
20	184	170	29	155	9	10	5	31	1	2	2	4	11	4	11	0	0	0	0
21	183	174	26	157	6	12	5	28	1	2	2	4	12	4	12	0	0	0	0
22	181	173	28	153	7	6	4	26	1	2	2	4	11	4	11	0	0	0	0
23	177	168	26	151	7	6	4	25	1	2	2	3	11	3	11	0	0	0	0
24	181	171	28	153	10	6	5	22	1	2	2	3	10	3	10	0	0	0	0
25	181	170	29	152	8	9	5	23	1	2	2	3	10	3	10	0	0	0	0
26																			
27																			
28																			
29																			
30																			
31																			
Total	4771	4522	776	3997	238	251	165	816	17	35	109	262	0						
Average																			
Aug-04	190.84	180.88	31.04	159.88	9.52	10.04	6.60	32.64	0.68	1.40	4.36	10.48	0.00						0.00

ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Standard

(Internal Use Only)

Contract # 0513549015

Department of Human Rights # _____

- A. 1. THIS CONTRACT is entered into between the Illinois Department of Children and Family Services, hereinafter referred to as the "Department," and ~~MCLEAN COUNTY OF (Certified Name)~~, MCLEAN COUNTY State's Attorney (Certified Name), ~~MCLEAN COUNTY JAIL (DCFS name)~~ - McLean County of (DCFS Name) hereinafter referred to as "Contractor,"

Principal address at: 104 W FRONT ST, BLOOMINGTON, IL 61701-5005Mailing address at: 104 W FRONT ST, BLOOMINGTON, IL 61701-5005

2. Under this Contract, notice to the Department shall be sent to 406 East Monroe, Springfield, Illinois 627 Attention: Director. Notice to the Contractor shall be sent to the principal address.
3. For any address change, the Contractor will give written notice of any change(s) of its principal office/mail address(es) at least 30 days in advance of the change.
4. Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification shall be provided at least 45 days in advance, and such changes may require new contracts to be written.

B. Federal Taxpayer Identification Number (FEIN) 37-6001569 OR Social Security Number _____

C. Legal Status (check only one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship (must use SSN) | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Foreign Corp Ptnrship, Trust or Estate |
| <input type="checkbox"/> Tax Exempt Hospital/Ext Care Facility | <input type="checkbox"/> Other (indicate type below): |
| <input type="checkbox"/> Corporation - Medical/Hlth Care | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Corporation - NO Medical/Hlth Care | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Governmental Entity | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Limited Liability Corporation | |

Taxpayer Certification:

Under penalties of perjury, the person signing this Contract on behalf of the Contractor personally certifies that the name, taxpayer identification number and legal status listed above are correct.

D. Contractor Fiscal Year
From 1/1/04 to 12/31/04

E. Contract Term
This Contract shall be effective on 7/1/2004 and shall expire on 6/30/2005

F. Contract Amount
The amount payable for services provided according to the conditions of the Description of Service is estimated or ☒ a maximum of \$45,000.00
(If multiyear contract, see attached "Multiyear Schedule.")

G. Payment (choose either 1a or 1b to describe payment)

1a. \$ _____ The Department will pay the Contractor per _____ day, _____ hour, _____ week, _____ month, _____ quarter or _____ other unit (specify) _____

☒ 1b. The Department will pay per the payment rates listed on the attached "Rate Schedule."

RATE SCHEDULE

Rate Count	Pay Freq	Service Narrative	Begin Date	End Date	Type Serv	Rate Amount
01	MO	MISCELLANEOUS/EXTENDED SERVICE	7/1/2004	6/30/2005	5045	\$3,750.00

G. Payment (cont)

2. For payment, the Contractor shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this contract) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.
3. The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification.
4. The Contractor waives the right to full payment if vouchers, reporting forms or required supporting information are submitted later than 30 days after the end of the fiscal year or more than 30 days following the expiration or termination of the Contract, whichever is first.
5. The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.

H. Services

1. The Contractor agrees to deliver services to the Department as stipulated in the "Description of Services" or "Program Plan."
2. The Contractor understands and agrees that when adoptive parents request the names of attorneys, the Contractor will refer adoptive parents to the Statewide Adoption Attorney Panel (SAAP) list that may be obtained by calling the DCFS Advocacy Office for Children and Families or by checking on the DCFS Website at www.state.il.us/dcfs. The Contractor shall inform the adoptive parents that if they choose an attorney not on the SAAP, he or she will be responsible for payment of the legal fees, however the adoptive parent may be eligible for reimbursement.
3. All services delivered by the Contractor shall comply with all Department rules, regulations, procedures, and protocols. Policy guides are hereby incorporated by reference and made a part of this contract. In the event of a conflict between a provision or provisions of the Contract and the Description of Services or Program Plan, the provisions of the Contract apply, unless specifically agreed by the parties in an attached addendum.
4. The Contractor agrees to notify the Department in writing within ten (10) days of service of summons on Contractor of an action against Contractor for any and all liability, loss, damage, cost or expenses including attorneys' fees, arising from the acts or omissions of the contractor and/or its employees and/or its subcontractors relating to services delivered by Contractor to the Department.

I. Subcontracts and Contract Reassignment

1. This contract or any part thereof, shall not be subcontracted, assigned or delegated without a signed subcontract on file with the Contractor. At its option, the Contractor may use the Subcontract Agreement Form (IL 418-968-10) for service subcontracts.
2. Subcontracted services shall be provided pursuant to a written contract between the subcontractor and the Contractor and shall be subject to all provisions contained in this Contract. The Contractor shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts.
3. The Contractor understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned or transferred in any manner and that any actual attempted sale, assignment or transfer without prior written approval of the Department shall render this Contract immediately null and void.

J. Governing Law

This Contract, and all subcontracts entered into pursuant to this Contract, shall be governed by the laws of the State of Illinois and insofar as applicable, by related federal laws and regulations. The Contractor agrees to timely compliance with all local, state and federal laws, regulations, and standards.

K. Confidentiality

1. Except as may be required by state or federal law, regulation or order, the Contractor shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.
2. The Contractor shall inform its employees and subcontractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Contractor acknowledges that nothing herein prevents the Contractor from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Contractor is required to deliver said information to the Department upon request as allowable under state or federal law.

L. Liability

The Department assumes no liability for actions of the Contractor or the Contractor's employees or subcontractors under this Contract. Contractor agrees to hold the Department harmless against any and all liability, loss, damage, cost or expenses, including attorney's fees arising from the acts or omissions of the Contractor and/or its employees and/or subcontractors or from any violation of any of the state and federal laws and regulations, with which the Contractor has certified it is in compliance.

M. Ownership and Use of Certain Data, Information and Work Product

1. Performance by the Contractor may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Contract, would be adverse to the interest of the Department or others.
2. Materials created under this Contract by the Contractor, its employees, or subcontractors, individually or jointly with others, shall be considered "work made for hire" as defined by the U.S. Copyright Act.
3. Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronic, magnetic or digital material and other work in whatever form shall be referred to as "the materials." The Department shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Contract.
4. The Contractor shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials.
5. The Contractor shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes.
6. The Contractor, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the Department's Director.
7. Upon expiration or termination of this Contract, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Contractor.

N. Record Keeping and Monitoring/Right to Audit Records

1. Pursuant to the Illinois Procurement Code, 30 ILCS 500/20-65, the Contractor agrees to the following:
 - a) The Contractor and all subcontractors shall maintain books and records necessary to support amounts charged to the Department under this Contract, or all of the subcontracts under this Contract. The books and records shall be maintained by the Contractor and all subcontractors for a period of three (3) years from the date of final payment under this Contract or the completion of this Contract or subcontract, whichever is later. However, the three (3) year period shall be extended for the duration of any audit in progress at the time of that period's expiration.
 - b) All books and records maintained per subsection 1a) of this Section shall be available for review and audit by the Auditor General and the Department. The Contractor and all of the Contractor's subcontractors under this Contract shall cooperate fully with any audit.
 - c) Failure of the Contractor or any of the Contractor's subcontractors under this Contract to maintain the books and records required by subsection 1a) of this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department for which required books and records are not available.
2. Department Rule 401.270 requires the Contractor to maintain general and financial, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations (45 CFS 92.42).
3. The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of Financial and Programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.
4. The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles
5. The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.

The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.

O. Good Standing

The Contractor certifies that it is in good standing as a business entity and is able to do business with the State of Illinois because of this good standing.

P. Office of the Inspector General

1. The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data.
2. In cooperation with the OIG, the Contractor agrees to the following:
 - a) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.

- b) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
- c) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
- d) To allow and encourage employees to speak to the OIG regarding pending investigations.

Q. Legal Ability to Contract

1. Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a) Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
- b) Contractor is not in default on an educational loan (Section 3 of the Educational Loan Default Act, (5 ILCS 385/3).
- c) Contractor has informed the director of the Department in writing if contractor was formerly employed by the Department and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).
- d) Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
- e) No Contractor convicted of a felony shall do business with the State of Illinois from the date of conviction until five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- f) Contractor is not barred from being awarded a contract because the Contractor is delinquent in the payment of any debt to the State, unless Contractor has entered into a deferred payment plan to pay off the debt, and Contractor acknowledges the contracting state agency may declare the contract void if the certification is false (30 ILCS 500/50-11, effective July 1, 2002.)
- g) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500-50-25).
- h) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- i) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerers, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- j) Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals and to entities with twenty-five (25) or more employees (30 ILCS 580).
- k) Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Contracts that exceed \$10,000 (30 ILCS 582).

- l) Contractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).
- m) Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having written sexual harassment policies (775 ILCS 5/2-105).
- n) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- o) The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- p) The Contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- q) No funds received under this Contract shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
- r) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract grant, loan or cooperative agreement.
- s) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract, etc., the Contractor must also complete and submit timely, federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- t) If there are any indirect costs associated with this Contract, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- u) The Contractor must include the language of this certification in the award documents for all subcontracts. All subcontractors are required to be subject to and to comply timely with said certification and disclosure.
- v) This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- w) The contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- x) The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.
- y) The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

2. Conflicts of Interest

- a) Contractor has disclosed and agrees it is under a continuing obligation to disclose to the agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit contractor from having or continuing the contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those, which may conflict in any manner with the contractor's obligation under this contract. Contractor shall not employ any person with a conflict to perform under this contract. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code.
- b) An exemption is necessary if the person intending to contract with the State, their spouse or minor child:
 - Holds an elective office in Illinois;
 - Holds a seat in the Illinois General Assembly;
 - Is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or
 - Holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority).
 - The contract is with a firm, partnership, association or corporation in which a person receives more than 7 1/2% of the total distributable income or an amount in excess of the salary of the Governor.
 - The contract is with a firm, partnership, association or corporation in which a person, together with his/her spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor from the firm, partnership, association or corporation.

AA. Subcontracts

1. The Contractor shall ensure that the Subcontractor certifies in writing that all services to be provided by the subcontractor shall comply with all Department rules, regulations, procedures and policy guides.
2. To the extent that the contractor chooses a subcontractor that provides the same or similar service to the Department, the subcontract shall include a clause that states the subcontractor is not charging the contracting agency more per unit of service than it charges the Department for the same service.
3. All subcontracts shall be submitted to the Department for amendment into this contract.
4. All subcontracts shall list the name and addresses of all subcontractors.
5. All subcontracts shall identify the services and deliverables to be provided by the subcontractor.

PAGE 9 IS INTENTIONALLY LEFT BLANK AND SHOULD ACCOMPANY PROFESSIONAL
AND ARTISTIC CONTRACTS.

THE DEPARTMENT AND THE CONTRACTOR AGREE TO THE FOLLOWING:

I. Termination

- A. Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.
- B. This Contract is breached by the Contractor if it fails to perform any material act mandated by this Contract and, at that time, the Department may terminate this Contract immediately upon notice.
- C. Termination of this contract shall be effective upon the date notice is made. Notice of contract termination shall be made via CERTIFIED MAIL.
- D. Pursuant to the Illinois Procurement Code, 30 ILCS 500/20-60 (b), this Contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of this Contract.

II. Severability

In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.

III. Authority to Execute and Bind

The person signing this Contract on behalf of the Contractor acknowledges that he/she has read and understands the terms herein and warrants that he/she has full power and authority to execute this Contract and bind the Contractor. If the Contractor is a corporation, the individual hereby warrants he/she has been granted such authority by resolution of the corporation's Board of Directors.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

Date

ATTEST:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Date

Contractor Name MCLEAN COUNTY JAIL

Contract # 0513549015

ATTORNEY'S ACKNOWLEDGMENT

The undersigned Attorney ("Attorney") hereby (1) acknowledges the following requirement relative to providing services on behalf of the State's Attorney of McLean County, Illinois ("the State's Attorney") funded through an Intergovernmental Agreement between the State's Attorney and the Department of Children and Family Services of the State of Illinois ("DCFS") and (2) agrees to abide by and comply with all of said requirements attorney further agrees.

1. The following terms shall have the following definitions as used in this Acknowledgement:
 - a. "The Cases" are those requests made of Attorney by the State's Attorney to review case files to determine the appropriateness of prosecuting cases related to child abuse based upon the relevant laws of the State of Illinois, regardless as to whether or not any Charges are filed relative to any specific case file, and all such usual and customary duties associated with or required relative to such case files, and all resulting prosecutions of such case files as approved and directed by the State's Attorney.
 - b. "Charges" are any prosecutions of Cases, in whole or in part, by Attorney under the provisions of this Acknowledgement.
 - c. "Petitioner" shall include Plaintiff.
2. Attorney shall review, prepare and prosecute the Cases, which services shall include as to each Case guidance and counsel to the Children's Advocacy Center or McLean County; a review of the appropriateness of filing Charges; all necessary preparation and filing of the Charges, summons, subpoenas, notices, motions, all other necessary pleadings and Court filings; preparation for Court appearances including, but not limited to, research, interviews, conferences with caseworkers, witnesses, other attorneys; and all other duties normally and customarily associated with or required relative to, prosecution of such Cases; plus maintaining and preparing for transmittal to DCFS those records and reports as required by Paragraph 10 of this acknowledgement.
3. Attorney shall be housed and work full time at the Children's Advocacy Center in McLean County.
4. Attorney's direction and Case assignment shall be made by the State's Attorney, directly or through her/his designee, who shall have the sole discretion to decide if a Case shall be prosecuted, withdrawn or dismissed. Attorney shall at all times provide advice to the State's Attorney relative to said decisions.
5. Attorney shall at all times keep and maintain an active and in good standing status with the Attorneys' Registration and Disciplinary

Commission of the Supreme Court of the State of Illinois, shall immediately upon receipt of notification of same advise the State's Attorney of each and every change in such status and shall prior to performing any services hereunder deliver to the State's Attorney a copy of her/his current registration card issued by said Commission. At anytime that Attorney's license to practice law in the State of Illinois is suspended or revoked then this Acknowledgement and any and all agreements under which Attorney is to provide services to any Case(s) shall be immediately and automatically terminated; and Attorney shall immediately deliver to the State's Attorney written notice of said suspension or revoked and all materials as required by the terms of Paragraph 6 of this Acknowledgment.

6. All files, records, notes, and evidence which comes into the possession of Attorney in the performance at Attorney's duties under this acknowledgement shall at all times be and remain the property of the State's Attorney provided that Attorney specifically agrees to deliver to the State's Attorney all such files, records, notes and evidence immediately upon demand from the State's Attorney and/or upon the termination of this Acknowledgment. Attorney may retain for his/her records, copies of said files and records at his/her expense.
7. Upon the completion of a Case for any reason, including but not limited to, the decision to not file Charges, dismissal of Charges, withdrawal of Charges, conviction of Charges, acquittal of Charges, granting of Charges or denial of Charges, Attorney shall immediately notify the State's Attorney, and any designated head of the Juvenile Division of the State's Attorney's Office, of the occurrence of such event together with a summary report explaining same.
8. During the term of this Acknowledgment, and for so long thereafter as Attorney remains the attorney on the Court's record relative to any pending Charges filed and/or prosecuted, in whole or in part, by Attorney pursuant to this or any proceeding or subsequent similar Acknowledgment, Attorney shall not:
 - a. Represent, counsel, advise or otherwise professionally interact with any other client in any proceeding in which DCFS, the Director, the Guardianship Administrator, the Inspector General or any other employee of DCFS is a adverse party in her/his official capacity; nor
 - b. Represent, counsel, advise or otherwise professionally interact with any other client in any proceeding in any Juvenile Court or any proceeding in any other Court in which the State's Attorney is the legal advocate for an adverse party.

9. All appeals received by the Attorney relative to any Case or the prosecution of any appeals on behalf of the Petitioner(s) in any Case shall be immediately tendered by Attorney to the State's Attorney for referral to the State's Attorney Appellate Prosecutor. All decisions as to whether or not an adverse decision to any Petitioner shall be appealed shall at all times remain within the sole discretion of State's Attorney. Attorney shall not be obligated under this Acknowledgment to defend or prosecute any appeal of relative to any Petition as to which Attorney has provided any service under this Acknowledgment. Attorney shall cooperate with the State's Attorney and the State's Attorney Appellate Prosecutor relative to any appeal relative to any Charges as to which Attorney has provided any service under this Acknowledgment.
10. Attorney shall at all times during the term of this Acknowledgment keep a current record of all of the Cases referred to her/him by the State's Attorney and for each said Case the following information at a minimum shall be so maintained; the date the case was referred to Attorney; the date any Charges were filed with the Court; the date, purpose and result of each hearing held relative to the Charges; the date and purpose of each hearing scheduled to be held relative to the Charges; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Charges. Upon request made by the State's Attorney, or her/his designee, and at least with five (5) calendar days after the end of each calendar month, said information shall be presented to the State's Attorney, who is required to provide such information to the General Counsel of DCFS and the local Regional Counsel of DCFS, each, within ten (10) calendar days after the end of each calendar month.
11. All Court hearing scheduled relative to each Case assigned to Attorney by the State's Attorney shall be attend and directly handled by Attorney. No such responsibility shall be assigned to any other attorney at law without the express advance permission of the State's Attorney.
12. The State's Attorney represents that DCFS has agreed that all of its employees will at all times fully and completely cooperate with Attorney in fulfillment of her/his duties under this Acknowledgment.
13. In any case in which the Court dismisses or denies in whole or in part any Charges, Attorney shall within five (5) calendar days of receipt of such order provide to the State's Attorney, with a copy directed to the General Counsel of DCFS and the local Regional Counsel of DCFS, each, a written report of the reasons for said denial together with a copy of the written order.
14. Attorney shall submit monthly to the State's Attorney all information necessary to permit the State's Attorney to timely complete a CFS 1042

form "entitled" Department of Children and Family Services Billing Summary" relative to the services performed by Attorney under this acknowledgment.

15. Upon the termination of this Acknowledgement, Attorney shall in a timely manner take all reasonable steps necessary to withdraw as attorney on the record of the Court relative to all pending Charges relative to any of the Cases.
16. At all times Attorney shall perform all services relative to the Cases in due course using all professional skill and judgment normally exercised by a duly licensed attorney in the State of Illinois.

Attorney and the State's Attorney must each initial the applicable Paragraph 17. One alternative Paragraph 17 must be initialed by both Attorney and the State's Attorney before this Acknowledgment is valid.

____ 17. (A) Attorney's employment capacity in performing services under this Acknowledgment shall at all times be that of Special Prosecutor and independent contractor and not as either an employee of DCFS, as an agent of DCFS or an employee of the State's Attorney. Attorney shall not be entitled to any benefits or any kind or nature whatsoever available to employees of DCFS or employees of the State's Attorney.

(B). At all times during the term of the Acknowledgement and for at least two (2) calendar years after termination of this Acknowledgment, Attorney shall maintain at her/his cost a policy of professionally liability insurance covering the services to be performed under this Acknowledgment providing for single occurrence coverage of at least \$1,000,000.00; and a current copy of proof of such coverage issued by the company providing such insurance be filed during all said times with State's Attorney, the General Counsel of DCFS and the local Regional Counsel of DCFS, each.

(C). Attorney agrees that any meetings or conferences with witnesses, caseworkers and others involved in the prosecution of the Cases shall take place in McLean County, Illinois, unless said duties can be efficiently and appropriately done by telephone or other reasonable communication, or unless the person(s) with whom Attorney must meet are closer in distance to Attorney's office location, if Attorney represents that her/his office location is _____, _____ County, Illinois.

(D). All compensation and reimbursement of expenses to be paid to Attorney for the performance of services relative to the Cases shall be the sole responsibility of the State's Attorney and DCFS shall have no responsibility of any kind or nature whatsoever to Attorney relative to the Cases except for cooperation as referred to in Paragraph 12 of this Acknowledgment.

(E). Attorney shall at all times in the performance of services under this Acknowledgment comply with all laws, including but not limited all laws relative to non-discrimination in employment, applicable to persons performing business in the State of Illinois.

VA 17 (A). Attorney's employment capacity in performing services under this Acknowledgment shall at all times be that of an assistant State's Attorney in the office of the State's Attorney located at the Children's Advocacy Center of McLean County. Attorney shall not be entitled to any benefits of any kind or nature whatsoever available to employees of DCFS.

(B). This Acknowledgement shall immediately automatically be terminated upon the termination of Attorney's employment as an Assistant State's Attorney in the office of the State's Attorney located at the Children's Advocacy Center of McLean County.

(C). Attorney's performance under this Acknowledgement will be evaluated solely in the discretion of the State's Attorney; and, Attorney's employment as an assistant State's Attorney in the office of the State's Attorney located at the Children's Advocacy Center of McLean County may be continued or terminated regardless of the performance or lack of performance of Attorney relative to the requirements of this Acknowledgment.

(D). Attorney acknowledges the requirements of the Intergovernmental Agreement existing between the State's Attorney and DCFS requiring the State's Attorney to provide services of the kind and nature provided for in this Acknowledgement relative to the Cases provided for this Acknowledgement relative to the Cases and agrees to abide by and comply with all of said requirements.

Date 8/24/04

Attorney

W

Initial next
to mine +
Sign by Atty.

This Contract and the attachments herein contain all the terms and conditions agreed to by the parties. No other agreement regarding the subject matter of this Contract shall vary unless agreed to in writing and signed by all parties, with the exception that contract rates may be adjusted by written notification based on Department Rule 356, Rate Setting or applicable rate setting rules of other state agencies. This Contract shall not be binding and enforceable unless signed by all parties, including the Director of the Department.

IL DEPARTMENT OF CHILDREN & FAMILY SERVICES

Regional Administrator, Date
Deputy Director, Executive Staff

DCFS Director Date

If the amount of this Contract is in the amount of \$250,000 or more in a fiscal year, or order against a master contract in the amount of \$250,000 or more in a fiscal year, this Contract shall not be binding and enforceable until it is also approved and signed in writing by the Chief Legal Counsel and Chief Fiscal Officer of the Department in accordance with 30 ILCS 105/9.02.

The following signatures approve the expenditures identified within the attached Contract:

DCFS Chief Legal Officer Date

DCFS Chief Fiscal Officer Date

CONTRACTOR

Contractor Authorized signature Date

Name (please print)

Title (please print)

104 W FRONT ST, BLOOMINGTON, IL 61701-
5005Address

(000) 000-0000 ()
Telephone # Fax #

Attachments:

___ Budget ___ Exhibit C
___ Exhibit E
___ Other _____

___ Day Care Supplmnt C ___ Day Care Supplmnt D
___ Day Care Supplmnt E ___ Day Care Supplmnt F
___ Site Administered Day Care Program Plan
___ Child Rate Exception Form

Contractor Name MCLEAN COUNTY JAIL

Contract # 0513549015

RECEIVED

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OF THE STATE OF ILLINOIS
AND**

MCLEAN COUNTY, ILLINOIS

ASG 16 2004
STATES ATTORNEY
McLEAN COUNTY

The Department of Children and Family Services of the State of Illinois ("DCFS") and McLean County, Illinois ("County"), a political subdivision of the State of Illinois, hereby enter into this Intergovernmental Agreement ("this Agreement"), each agreeing as follows:

A. SERVICES

1. The County shall hire and provide to DCFS an Assistant State's Attorney whose services shall be dedicated exclusively to the needs associated with child abuse matters arising in McLean County. Such services shall be varied and include, but not be limited to, the following:
 - a. The prosecution of cases related to child abuse and all such usual and customary duties associated with or required relative to such cases. The prosecution services shall be of a limited nature and considered as only a component of the services contemplated herein.
 - b. Consultation with DCFS agents or employees relative to pending investigations and ongoing cases.
 - c. Provide guidance, counsel and, as necessary, legal training services to case workers or other representatives of DCFS, the Court Appointed Special Advocate ("CASA"), the Children's Advocacy Center of McLean County, and such other provider agencies or community constituencies as needed.
 - d. Such other services as reasonably related to child abuse matters or issues.

B. REQUIREMENT FOR ADDITIONAL FULL DEDICATED ATTORNEY

1. The County and DCFS acknowledges that this Agreement is to permit the County to provided an additional full time employee or independent contractor ("the Attorney") to serve under the direction and supervision of McLean County State's Attorney ("SA") for the purposes specified in Section A hereinabove.
2. The Attorney shall be licensed to practice law in the State of Illinois, and the State's Attorney shall provide so certify in writing to DCFS general counsel. The services provided by the Attorney shall be in addition to those ordinarily provided by the State's Attorney's Office.

C. TERMS AND PAYMENTS

1. The term of this Agreement is from July 1, 2003 through June 30, 2004 unless terminated prior thereto in accordance with the terms of this Agreement.

(A) DCFS will pay to County for the term of this Agreement for legal and support services provided under this Agreement the sum of \$ 45,000.00 to be paid in twelve (12) equal installments, one (1) installment for each calendar month of the term of this Agreement, of \$ 3,750.00, each, with each said payment to be processed upon receipt of a properly completed CFS 1042 form entitled "Department of Children and Family Services Billing Summary" relative to the services provided by County under this Agreement. If this Agreement is terminated by either DCFS or County prior to the completion of the term of this Agreement, then no payment shall be paid, or payable, to County by DCFS for any time after said termination. If said termination occurs prior to the last day of any calendar month, then the payment installment for that calendar month shall be made in a prorated amount based upon the number of calendar days of said month which transpired prior to said termination.

(B) County agrees that all monies received by it from DCFS pursuant to this Agreement shall be used for salary or contractual wage payments for the Attorney; and that none of said monies will be used to provide employee benefits of any type including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

(C) The Attorney shall be located, and on office provided for, at the Child Advocacy Center. All office equipment and supplies, including a computer, telephone costs, facsimile charges, as well as secretarial and staff support, shall likewise be provided by and the responsibility of the Child Advocacy Center.

(D) All expenses related to the prosecution of cases including, but no limited to, filing fees, service fees, publication costs, subpoena charges, witness fees, exhibit preparation fees, and court reporter charges shall be the responsibility of the County. In addition, the County shall provide clerical support for any court related documents or correspondence.

(E). DCFS and County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

(F) County represents that its Federal Tax Identification number is 37-6001569.

D. LEGAL SERVICES

1. All legal services to be supplied by County under this Agreement shall be provided through the office of the State's Attorney.
2. Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee. The SA, however, shall from time to time consult with CASA relative to the Attorney's duties and responsibilities. At no time shall Attorney be, or be considered to be, an employee of DCFS or a contractor with DCFS.
3. Prior to permitting any attorney to perform any services as Attorney relative to this Agreement, County shall transmit to DCFS through its General Counsel an Attorney's Acknowledgment duly executed by the attorney in that form as is attached hereto, marked as Attachment A and incorporated herein by reference. Thereafter, County, through the State's Attorney, shall require each Attorney performing services under this Agreement to at all times timely comply with the terms of said Attorney's Acknowledgment. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on said Attorney's Acknowledgment is a requirement of this Agreement and any non-compliance by any attorney with any of said requirements shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS under the terms of this Agreement.
4. The Case assignment and any guidance thereto given to the Attorney performing services under this Agreement shall be made by the State's Attorney, or her/his designee, who shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn or dismissed as required by the Illinois Juvenile Court Act.
5. The State's Attorney shall require that all Court hearings scheduled relative to each of the Cases shall be attended and directly handled by the Attorney assigned to that particular Case by the State's Attorney. No such responsibility shall be assignable to any other attorney at law without the express advance permission of the State's Attorney.
6. The State's Attorney agrees that upon termination of this Agreement the State's Attorney will continue to diligently and professionally prosecute all then pending Petitions requesting termination of parental rights which are subject to the terms of this Agreement without any compensation in excess of that compensation provided for herein.

E. SELECTION OF PERSONNEL

1. The State's Attorney shall transmit to DCFS a proof of license and a summary resume of each licensed attorney anticipated to be provided by County as an Attorney in the performance of any of the services to be provided under this Agreement at least fifteen (15) calendar days prior to the hiring and/or assignment of such individual to perform such services as Attorney.

2. Each licensed attorney submitted by the State's Attorney to DCFS for consideration to be hired/and or assigned to perform any services required under this Agreement shall be subject to approval by DCFS as being duly qualified, including educationally, ethically and professionally, to perform the services required under this Agreement prior to the State's Attorney directing or permitting that licensed attorney to perform any such services as an Attorney.

3. DCFS shall have no responsibilities relative to the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services to be provided under this Agreement. DCFS may participate in any such activities at the request of the State's Attorney, provided that the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

4. Excluding monies provided by DCFS for the salary of the attorney, all terms of employment and/or contract between County and each attorney contemplated herein shall be solely bargained for, and provided by, County.

F. REPORTING REQUIREMENTS

1. The State's Attorney shall at all times during the term of this Agreement keep a current record of all of the Cases transmitted to her/him by DCFS and for each said Case the following information at a minimum shall be so maintained; the name of Attorney to whom the Case is assigned; the date the case was referred to Attorney; the date any Petition was filed with the Court; the date, purpose and result of each hearing held relative to the Petition; the date and purpose of each hearing scheduled to be held relative to the Petition; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Petition. Upon request of either the General Counsel of DCFS or the local Regional Counsel of DCFS, and at least within ten (10) calendar days of the end of each calendar month, the State's Attorney shall deliver said information in writing to the General Counsel and local Regional Counsel of DCFS, each.

2. Upon the completion of a Case for any reason, including but not limited to, the decision to not file a Petition, the granting of the Petition, the denial of the Petition, the dismissal of the Petition, or the withdrawal of the Petition, the State's Attorney shall immediately notify the General Counsel and the local Regional Counsel of DCFS, each, of the occurrence of such event together with a summary written report explaining same.

G. APPEALS

1. All decisions as to whether or not an adverse decision to the Petitioner(s) in any Case shall be appealed shall at all times remain within the sole discretion of the State's Attorney. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to any appeal of any Petition as to which County has provided any service under this Agreement. No Attorney shall be obligated by County to defend or prosecute any appeal of any Petition as to which that Attorney has provided any service under this Agreement. Nothing in this Agreement shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

H. OWNERSHIP OF FILE MATERIALS

1. All files, records, notes, and evidence which come into the possession of any individual in the performance of the State's Attorney's duties under this Agreement shall at all times be and remain the property of the State's Attorney provided that the State's Attorney specifically agrees that upon written request from either the General Counsel or local Regional Counsel of DCFS, the State's Attorney will deliver to DCFS within a reasonable time period, not to exceed ten (10) calendar days, copies of any such files, records, notes or evidence so requested. County and DCFS each agrees that the provisions of this Paragraph H shall survive the termination of this Agreement.

I. TERMINATION

1. County and DCFS each agrees that this Agreement shall automatically terminate at the expiration of the term set forth in Paragraph C.1 herein.
2. DCFS may immediately terminate this Agreement at any time, with or without cause, by written notice delivered to County through the State's Attorney or the Chairman, or other presiding officer, of County's governing body.
3. County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice delivered to the DCFS General Counsel.

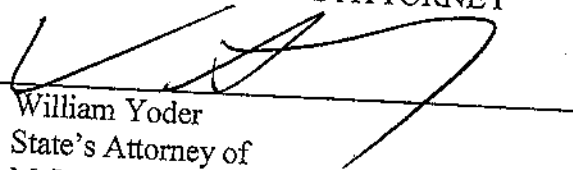
J. GENERAL PROVISIONS

1. DCFS represents to County that DCFS's employees will at all times fully and completely cooperate with each Attorney and other personnel provided by County to perform any of the services to be provided under this Agreement in fulfillment of her/his duties under this Agreement.
2. County agrees to, and shall, indemnify, save and hold harmless DCFS from any claim made against DCFS, including, but not limited to, reasonable attorneys fees and litigation costs, by any individual or other entity relative to either non-hiring for any position to provide services under this Agreement, discipline while providing services under this Agreement, termination from any position providing services under this Agreement, any prosecution of any Petition brought by or at the direction of the State's Attorney under this Agreement, any refusal by the State's Attorney to file a Petition under this Agreement and/or any appeal of any decision rendered in any matter prosecuted, in whole or in part, by the State's Attorney or any other individual under this Agreement.
3. County and DCFS each agrees that venue for all litigation concerning this Agreement brought by County against DCFS shall lie in the Court of Claims of the State of Illinois; and, venue for all other litigation concerning this Agreement, including all litigation concerning this Agreement brought by DCFS against County, shall lie in the Circuit Court of Sangamon County, Illinois.
4. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.
5. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms, conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

Dated this 23rd day of August, 2004.

MCLEAN COUNTY STATE'S ATTORNEY

BY:


William Yoder
State's Attorney of
McLean County, Illinois

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from McLean County, Illinois to execute this Agreement on behalf of said County and to bind said County to the terms, conditions and provisions of this Agreement.

[Signature]
(Signature)

William A. Yoder
(Print Name)

104 W. Front St. Rm 605
Street Address

348-38-8518
(Social Security Number)

State's Attorney
Title

Bloomington 61701
City and ZIP Code

THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF ILLINOIS

By: Elizabeth F. Yore, General Counsel

Date

By: Bryan Samuels, Director

Date

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

Date

ATTEST:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Date

McLean County State's Attorney's Office

2004 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2004 YTD 2003 YTD Total Projected 2004

CRIMINAL

Felony	85	118	134	84	76	95	75	90					757	831	1,307	1,166
Misdemeanor	201	215	209	173	143	192	175	214					1522	1400	2,128	2,344
Asset Forfeiture	11	0	12	8	17	7	11	0					66	39	102	102
Family Totals	34	50	50	31	42	35	27	50					319	362	525	491
Family	23	29	34	18	29	18	15	35					201	241	362	310
Order of Protection	11	21	16	13	13	17	12	15					118	121	163	182
Juvenile Totals	28	39	39	35	40	48	28	40					297	131	223	457
Juvenile	0	2	0	0	9	0	0	0					11	6	8	17
Juvenile Abuse	15	28	13	11	22	26	17	24					156	59	105	240
Juvenile Delinquency	13	9	26	13	9	22	11	16					119	66	110	183
Traffic Totals	1,639	2,778	2,671	2,292	2,068	3,349	1,801	2,395					18,993	20,201	30,207	29,251
Traffic	1,579	2,696	2,576	2,217	1,988	3,275	1,749	2,302					18,382	19,679	29,372	28,310
DUI Traffic	60	82	95	75	80	74	52	93					611	522	835	941

CHILD SUPPORT

Paternity cases filed	7	4	2	2	8	1	4	1					29	78	117	45
Paternity cases established	3	6	2	10	5	8	6	2					42	41	59	65
Paternities excluded	1	2	0	3	1	0	0	0					7	2	4	11
Support Orders entered	50	41	62	111	130	76	59	65					594	311	482	915
Modification proceedings filed	0	39	19	74	34	13	13	15					207	145	219	319
Modification proceedings adjudicated	4	10	7	31	42	24	12	3					133	140	147	205
Enforcement actions filed	39	23	44	59	41	92	53	137					488	244	340	752
Enforcement actions adjudicated	55	41	73	147	108	96	69	88					677	334	551	1043
Hearings set before Hearing Officer	39	97	69	146	138	89	79	57					714	564	819	1,100
Orders prepared by Hearing Officer	31	87	60	125	114	76	73	47					613	456	676	944

2004 Projected = (2004 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

August 25, 2004

STATE'S ATTORNEY:

Beginning Balance 01/01/2004	\$ -47,895.49
(Reflects \$80,000 transfer to General Fund 12/31/02)	
Revenue	<u>22,365.60</u>
Total Funds Available	\$ -25,529.89
Expenditures	<u>2,610.27</u>
Fund Balance 08/25/2004	\$ -28,140.16

SHERIFF:

Beginning Balance 01/01/2004	\$ 55,631.50
Revenue	<u>12,552.26</u>
Total Funds Available	\$ 68,183.76
Expenditures	<u>23,493.92</u>
Fund Balance 08/25/2004	\$ 44,689.84

TOTAL FUND BALANCE	August 25, 2004	\$ 16,549.68
--------------------	-----------------	--------------

Total 9-1-1 Calls for July, 2004

JULY, 2004

ERROR REPORT (MONTHLY) COMMUNITY

	#ERRORS					ERROR TYPE
	RESIDENTIAL	BUSINESS	TOTAL	DATA	#CORRECTED	
ANCHOR	0	0	0	1		
ARROWSMITH	0	0	0	1		
BELLFLOWER	0	0	0	2		
BLOOMINGTON	1	8	9	15	1	1-MSAG
CARLOCK	0	0	0	1		
CHENOA	0	4	4	3	3	3-AC
COLFAX	0	0	0			
COOKSVILLE	5	0	5			
CROPSEY	0	0	0	2		
DANVERS	2	1	3	1		
DOWNS	3	0	3	1	2	2-AC
EL PASO	0	0	0	1		
ELLSWORTH	0	0	0	1		
GRIDLEY	0	0	0			
HEYWORTH	0	0	0	1		
HUDSON	0	0	0	1		
LEROU	5	1	6	4		
LEXINGTON	2	0	2	2	1	1-N911
MANSFIELD	0	0	0	1		
MCLEAN	0	0	0			
MINIER	0	0	0			
NORMAL	1	4	5	2	2	1-MSAG, 1-AC
SAYBROOK	0	0	0	3		
SHIRLEY	0	1	1	1		
STANFORD	0	0	0			
TOWANDA	0	0	0			
OTHER	0	1	1			
TOTAL ERRORS	19	20	39	44	9	

*NO STREET NAME = NSN
 *MSAG PROBLEM = MSAG
 *NEED 911 ADDRESS = N911
 *CITY JURISDICTION = CJ
 *CELL TOWER = CT
 *REMOVE STREET DIRECTIONAL = RSD
 *COMMUNITY ERROR=COMM
 *NUMBER DISCONNECTED=ND
 *WRONG COUNTY=WC
 *DATA LINE = DL
 *SPELLING ERROR = SP
 *ADDRESS CHANGE = AC

ERRORS AS OF JUNE 30, 2004 24
 NEW ERRORS FOR JULY 15
 ERRORS CORRECTED IN JULY 9
 ERRORS AS OF JULY 31, 2004 33
 DATA LINES 44
 ILLINOIS STATE UNIVERSITY 63

JULY, 2004

**ERROR
NO ALI**

NUMBER CORRECTED TESTED COMPLETE

8	8		
---	---	--	--

NO ANI

NUMBER CORRECTED TESTED COMPLETE

--	--	--	--

INCORRECT ADDRESS

NUMBER CORRECTED TESTED COMPLETE

15	15		
----	----	--	--

MSAG-STREET RANGE/COMMUNITY

NUMBER CORRECTED TESTED COMPLETE

15	15		15
----	----	--	----

**ASSIGNED ADDRESSES-UNINCORPORATED
NEW ROADS (NEW MSAG LISTING)**

7
24

TOTAL ERRORS

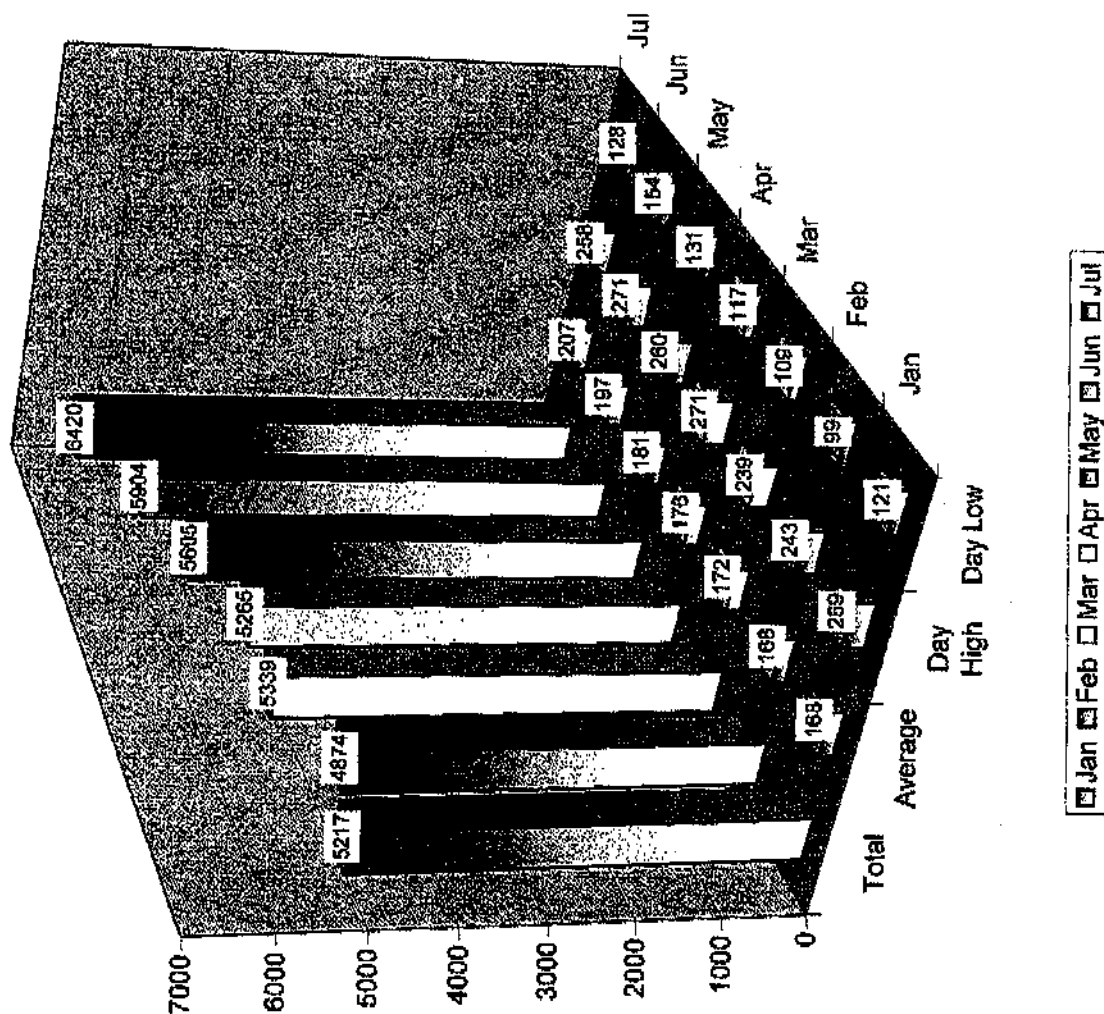
38

TOTAL ERRORS CLEARED

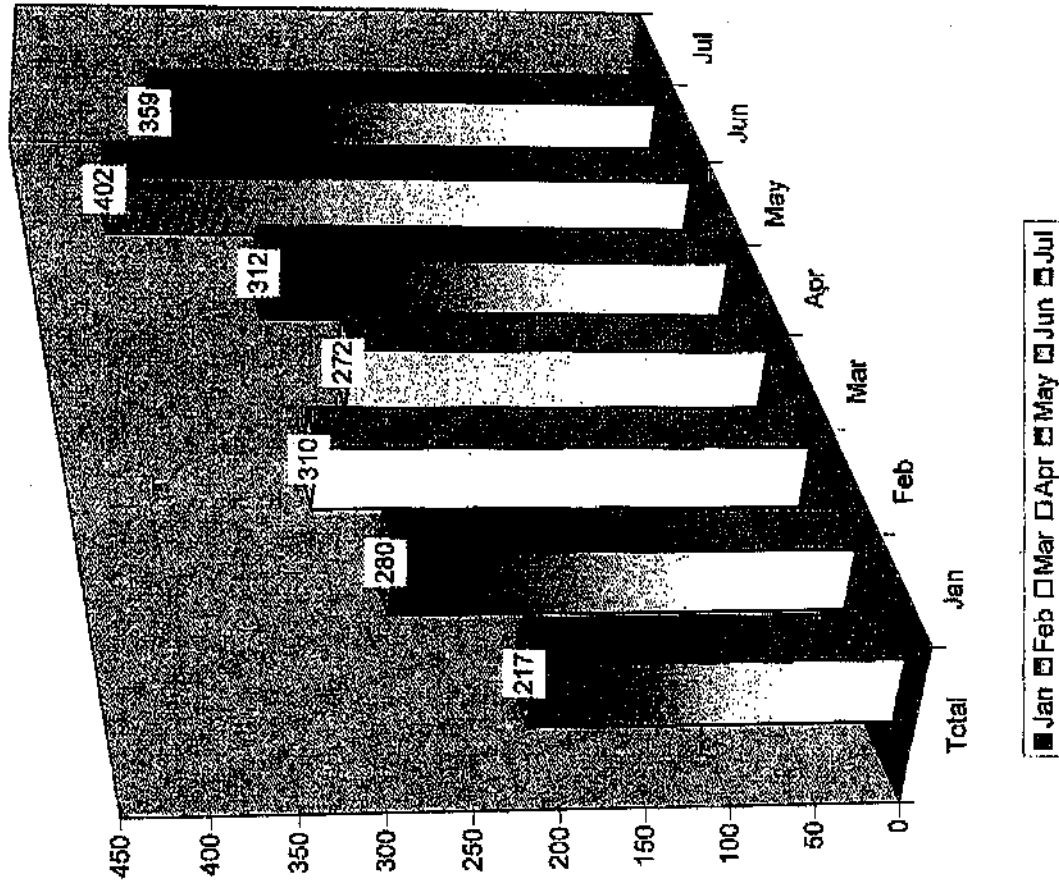
15

July Error Resolution Report

9-1-1 Calls



911 Hang Ups for July, 2004

9-1-1 Hang Ups

July Daily Incoming Calls

County: 5B
 Date: 04/15/2004 15:25:12
 Operator: William H. Gamblin
 See info here...

July Daily Incoming Calls

Report template: L. Incoming Call Types
 Analyzing subject type: Position Group entity: All

Requested prior:
 From: 01-Jul-2004 00:00:00
 Until: 31-Jul-2004 23:59:59

Date	Total	Admin	911	Wireline	Wireless	TTY	Abandoned
01-Jul-2004	651	452 (69.4%)	199 (30.6%)	186 (93.5%)	13 (6.5%)	0 (0.0%)	7 (3.5%)
02-Jul-2004	587	412 (70.2%)	175 (29.8%)	161 (92.0%)	14 (8.0%)	0 (0.0%)	9 (5.1%)
03-Jul-2004	526	349 (66.3%)	177 (33.7%)	163 (92.1%)	14 (7.9%)	0 (0.0%)	5 (2.8%)
04-Jul-2004	677	459 (67.8%)	218 (32.2%)	194 (89.0%)	24 (11.0%)	0 (0.0%)	11 (5.0%)
05-Jul-2004	733	481 (65.6%)	252 (34.4%)	244 (96.8%)	8 (3.2%)	0 (0.0%)	9 (3.6%)
06-Jul-2004	618	434 (70.2%)	184 (29.8%)	173 (94.0%)	11 (6.0%)	0 (0.0%)	5 (2.7%)
07-Jul-2004	634	430 (67.8%)	204 (32.2%)	186 (91.2%)	18 (8.8%)	0 (0.0%)	8 (3.9%)
08-Jul-2004	693	437 (63.1%)	256 (36.9%)	216 (84.4%)	40 (15.6%)	0 (0.0%)	11 (4.3%)
09-Jul-2004	727	509 (70.0%)	218 (30.0%)	202 (92.7%)	16 (7.3%)	0 (0.0%)	8 (3.7%)
10-Jul-2004	615	382 (62.1%)	233 (37.9%)	217 (93.1%)	16 (6.9%)	0 (0.0%)	9 (3.9%)
11-Jul-2004	607	390 (64.3%)	217 (35.7%)	200 (92.2%)	17 (7.8%)	0 (0.0%)	11 (5.1%)
12-Jul-2004	422	294 (69.7%)	128 (30.3%)	113 (88.3%)	15 (11.7%)	0 (0.0%)	4 (3.1%)
13-Jul-2004	661	403 (61.0%)	258 (39.0%)	247 (95.7%)	11 (4.3%)	0 (0.0%)	12 (4.7%)
14-Jul-2004	561	354 (63.1%)	207 (36.9%)	191 (92.3%)	16 (7.7%)	0 (0.0%)	11 (5.3%)
15-Jul-2004	598	420 (70.2%)	178 (29.8%)	160 (89.9%)	18 (10.1%)	0 (0.0%)	5 (2.8%)
16-Jul-2004	564	387 (68.6%)	177 (31.4%)	161 (91.0%)	16 (9.0%)	0 (0.0%)	12 (6.8%)
17-Jul-2004	643	435 (67.7%)	208 (32.3%)	192 (92.3%)	16 (7.7%)	0 (0.0%)	5 (2.4%)
18-Jul-2004	603	369 (61.2%)	234 (38.8%)	216 (92.3%)	18 (7.7%)	0 (0.0%)	8 (3.4%)
19-Jul-2004	702	470 (67.0%)	232 (33.0%)	215 (92.7%)	17 (7.3%)	0 (0.0%)	7 (3.0%)
20-Jul-2004	581	400 (68.8%)	181 (31.2%)	165 (91.2%)	16 (8.8%)	1 (0.6%)	9 (5.0%)
21-Jul-2004	700	499 (71.3%)	201 (28.7%)	130 (64.7%)	71 (35.3%)	0 (0.0%)	13 (6.5%)
22-Jul-2004	573	398 (69.5%)	175 (30.5%)	89 (50.9%)	86 (49.1%)	0 (0.0%)	8 (4.6%)
23-Jul-2004	583	373 (64.0%)	210 (36.0%)	79 (37.6%)	131 (62.4%)	0 (0.0%)	8 (3.8%)
24-Jul-2004	654	402 (61.5%)	252 (38.5%)	85 (33.7%)	167 (66.3%)	0 (0.0%)	9 (3.6%)
25-Jul-2004	457	295 (64.6%)	162 (35.4%)	69 (42.6%)	93 (57.4%)	0 (0.0%)	7 (4.3%)
26-Jul-2004	613	429 (70.0%)	184 (30.0%)	84 (45.7%)	100 (54.3%)	0 (0.0%)	10 (5.4%)
27-Jul-2004	656	423 (64.5%)	233 (35.5%)	82 (35.2%)	151 (64.8%)	0 (0.0%)	8 (3.4%)
28-Jul-2004	766	511 (66.7%)	255 (33.3%)	106 (41.6%)	149 (58.4%)	0 (0.0%)	13 (5.1%)

July Daily Incoming Calls

Report template: L. Incoming Call Types
Analyzing subject type: Position Group entity: All

clean County
Report run: 17-Aug-2004 15:25:12
run by operator: William H. Gambelin
Add more info here...

Requested period:
From: 01-Jul-2004 00:00:00
Until: 31-Jul-2004 23:59:59

Date	Total	Admin	911	Wireline	Wireless	TTY	Abandoned
29-Jul-2004	624	407 (65.2%)	217 (34.8%)	94 (43.3%)	123 (56.7%)	0 (0.0%)	9 (4.1%)
30-Jul-2004	562	367 (65.3%)	195 (34.7%)	80 (41.0%)	115 (59.0%)	0 (0.0%)	9 (4.6%)
31-Jul-2004	616	416 (67.5%)	200 (32.5%)	90 (45.0%)	110 (55.0%)	0 (0.0%)	14 (7.0%)
Total	19207	12787 (66.6%)	6420 (33.4%)	4790 (74.6%)	1630 (25.4%)	1 (0.0%)	274 (4.3%)

Adm

July 2004, Incoming Calls by Type

Report run: 17-Aug-2004 13:05:10
 Run by operator: William H. Gamblin
 Add more info here...

July Incoming Calls by Type

Report template: Monthly Incoming Call Types
 Analyzing subject type: Position Group entity: All

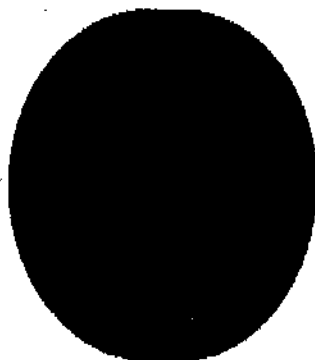
Requested period:
 From: 01-Jul-2004 00:00:00
 Until: 31-Jul-2004 23:59:59

<u>Jul-2004</u>	<u>Total Calls</u>	<u>Wireline</u>	<u>Wireless</u>	<u>TTY</u>	<u>Abandoned</u>
911 Incoming	6420	4790 (74.6%)	1630 (25.4%)	1 (0.0%)	274 (4.3%)
Adm Incoming	12787	---	---	---	---
Total	19207				

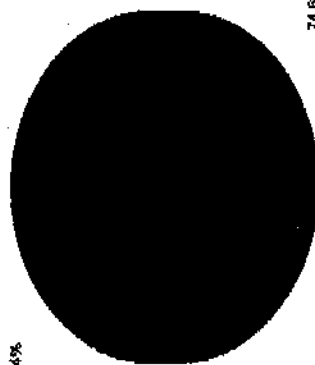
July Incoming Calls by Type

Report template: Monthly Incoming Call Types

Analyzing subject type: Position Group entity: All

Requested period:
From: 01-Jul-2004 00:00:00
Until: 31-Jul-2004 23:59:59**Jul-2004****Call Count****Type of 911 Call Count**

911 Incoming	6420
Adm Incoming	12787
Total	19207

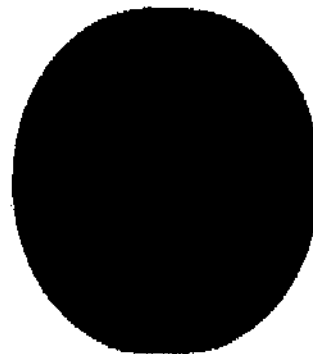


Wireline	4790
Wireless	1630
Total	6420

55

911 TTY Count

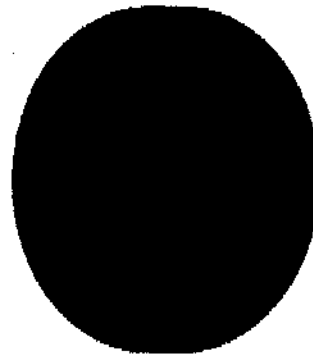
0.0%



TTY	1
Non TTY	6419
Total	6420

911 Abandoned Call Count

4.3%



Abandoned	274
Non Abandoned	6146
Total	6420

July 2004 Call Counts and Average Times

McLean County
 Report run: 17-Aug-2004 14:23:32
 Run by operator: William H. Gamblin
 Add more info here...

Monthly Call Counts and Average Time

Report template: Monthly, Call Count and Average Time
 Analyzing subject type: Position Group entity: All

Requested period:
 From: 01-Jul-2004 00:00:00
 Until: 31-Jul-2004 23:59:59

Jul-2004

<u>Calls</u>	<u>Average Ringing</u> (seconds)	<u>Average Call Duration</u> (seconds)	<u>Average Hold Time</u> (seconds)	<u>Total Holds</u> (count)
911 Incoming	6420	0	90	47
Call Back In Service	66	---	28	0
Adm Incoming	12787	0	72	27
Adm Outgoing	5526	---	43	40
Total	24799			1922

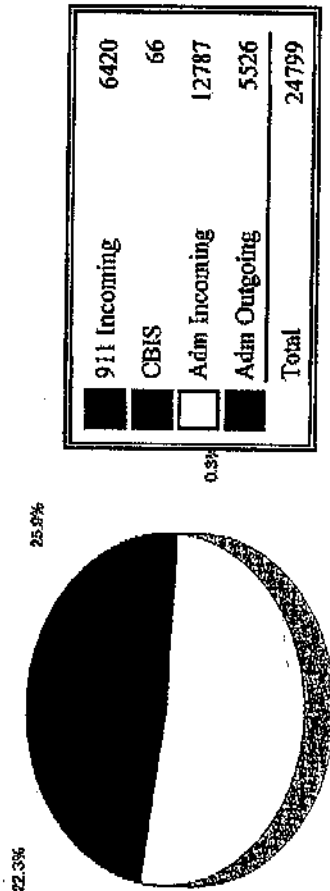
Monthly Call Count and Average Time

Report template: Monthly Call Count and Average Time
Analyzing subject type: Position Group entity: All

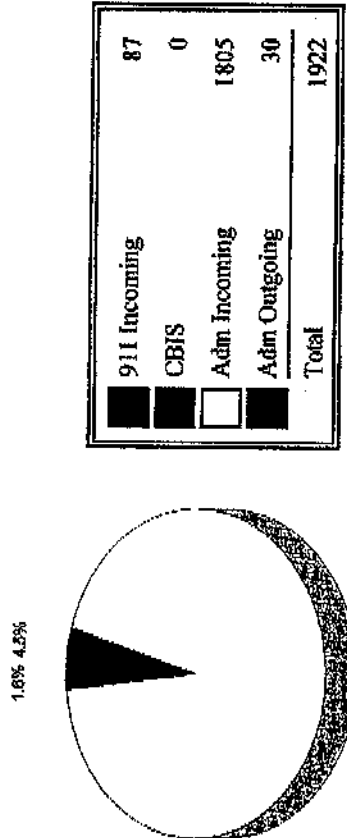
Requested period:
From: 01-Jul-2004 00:00:00
Until: 31-Jul-2004 23:59:59

Jul-2004

Call Count



Hold Count



July , 2004 Ring Time Ranges

McLean Count:)SB
 Report run: 17-Aug-2004 14:37:31
 Run by operator: William H. Gamblin
 Add more info here...

July Ring Time Ranges

Report template: Monthly Ringing Time Ranges
 Analyzing subject type: Position Group entity: All

Requested period
 From: 01-Jul-2004 00:00:00
 Until: 31-Jul-2004 23:59:59

Call Count per Range

Jul-2004

	Total	0 to 6 sec	7 to 12 sec	13 to 18 sec	19 to 24 sec	25 to 30 sec	31 to 36 sec
911 Incoming	6420	6384 (99.4%)	35 (0.5%)	0 (0.0%)	0 (0.0%)	1 (0.0%)	0 (0.0%)
Adm Incoming	12787	12582 (98.4%)	168 (1.3%)	30 (0.2%)	4 (0.0%)	2 (0.0%)	1 (0.0%)
Total	19207	18966 (98.7%)	203 (1.1%)	30 (0.2%)	4 (0.0%)	3 (0.0%)	1 (0.0%)

McLean County JSB
 Report run: 17-Aug-2004 14:37:31
 Run by operator: William H. Gambelin
 Add more info here...

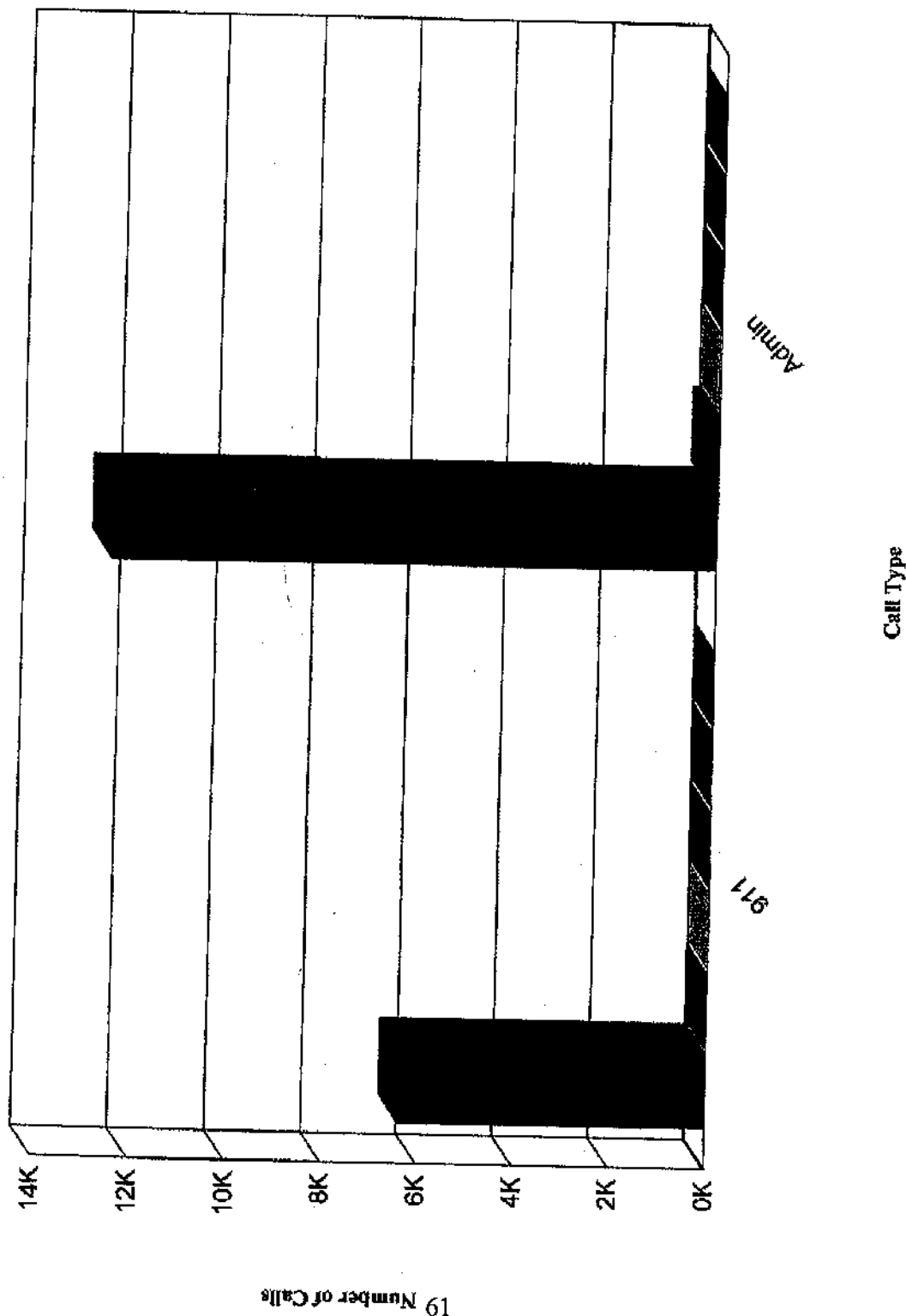
July Ring Time Ranges

Report template: Monthly Ringing Time Ranges
 Analyzing subject type: Position Group entity: All

Requested period
 From: 01-Jul-2004 00:00:00
 Until: 31-Jul-2004 23:59:59

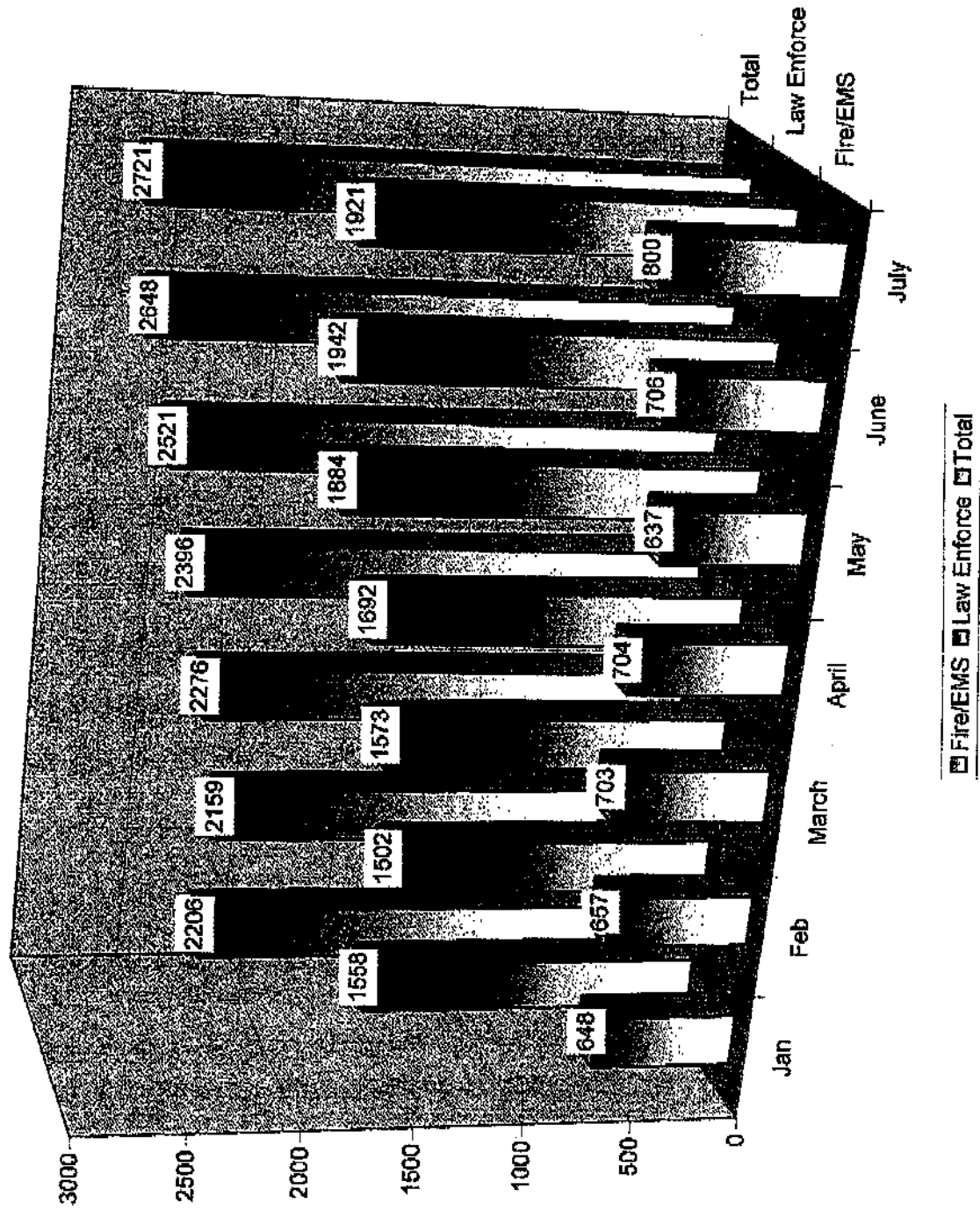
Jul-2004

Number of Calls vs Call Type



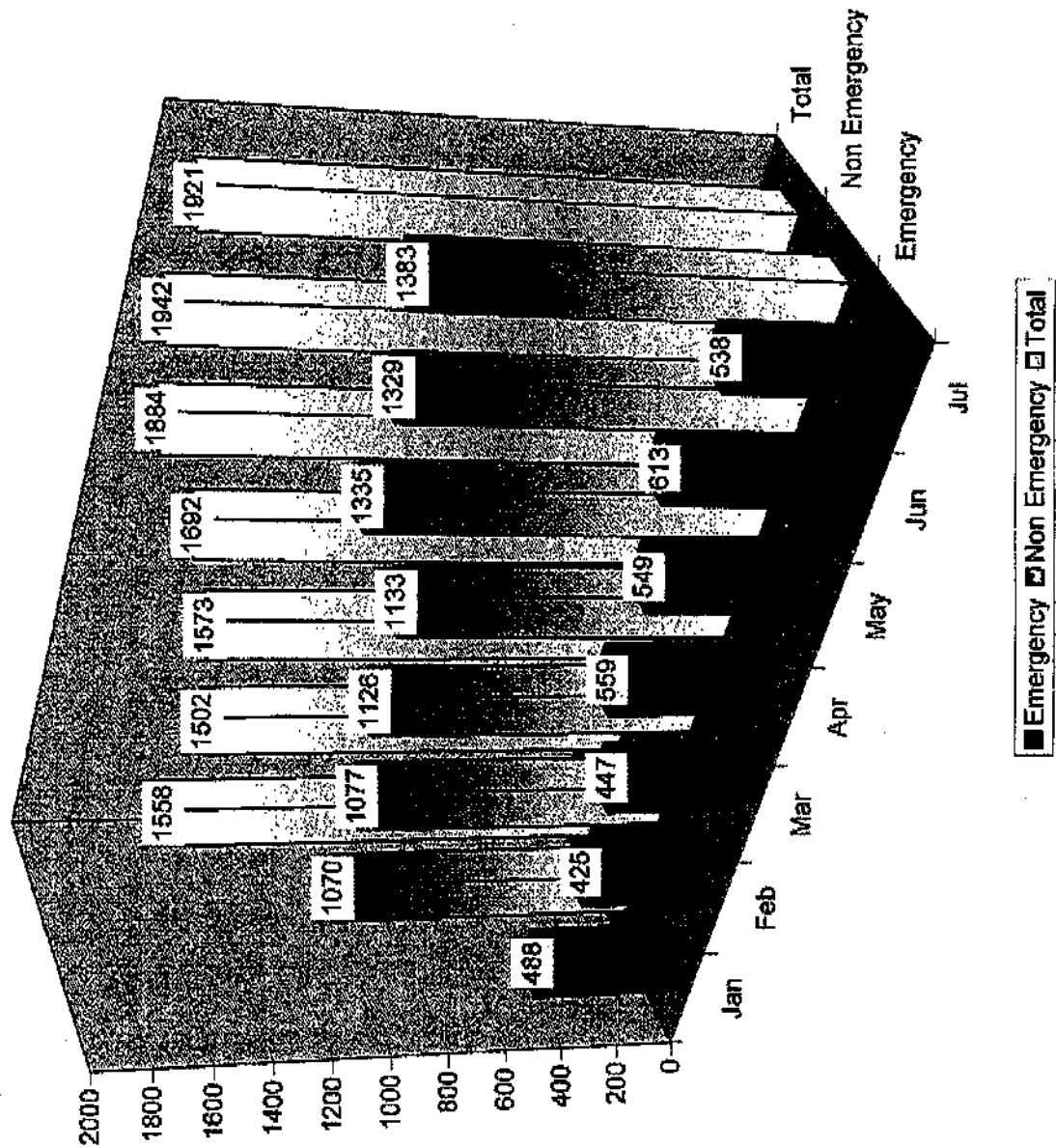
July CAD Responses

July, 2004 Total CAD Responses



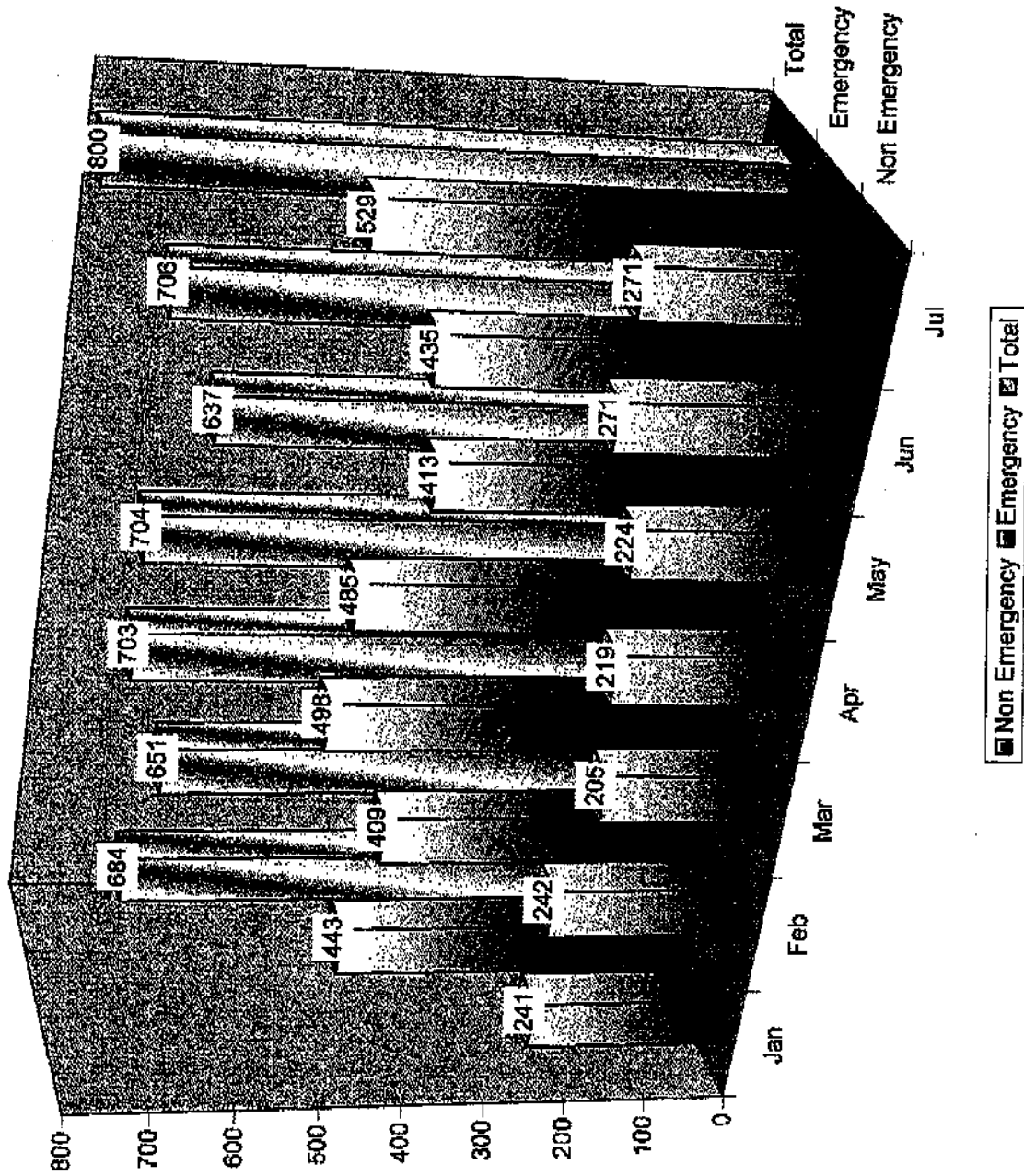
Law Enforcement CAD Responses by Type

Law Enforcement Responses by Type



Fire/ EMS CAD Responses for July, 2004

Fire/EMS Responses by Type



REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF AUGUST 2004
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
Adoption	21	AD	4	0	8	17	20
Arbitration	214	AR	50	11	57	218	378
Chancery	163	CH	32	0	17	178	190
Dissolution of Marriage	552	D	62	1	37	578	558
Eminent Domain	2	ED	1	0	0	3	2
Family	146	F	23	0	18	151	190
Law => \$50,000 - Jury	244	L	9	0	8	245	258
Law = > \$50,000 - Non-Jury	132	L	6	0	8	130	139
Law = < \$50,000 - Jury	11	LM	0	2	0	13	16
Law = < \$50,000 - Non-Jury	131	LM	59	9	71	128	200
Municipal Corporation	1	MC	0	0	0	1	0
Mental Health	11	MH	6	0	6	11	6
Miscellaneous Remedy	160	MR	38	0	33	165	152
Order of Protection	10	OP	15	0	13	12	9
Probate	1,128	P	21	0	27	1,122	1,105
Small Claim	551	SC	175	55	205	576	679
Tax	10	TX	0	0	0	10	10
TOTAL CIVIL	3,487		501	78	508	3,558	3,912

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES DURING THE MONTH OF JULY 2004
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
CONTEMPT OF COURT	9	C.C.	4	4	0	3	10	2
CRIMINAL FELONY	769	CF	102	102	2	93	780	830
CRIMINAL MISDEMEANOR	894	CM	225	225	0	192	927	1,056
TOTAL CRIMINAL	1,672		331	331	2	288	1717	1,888

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF JULY 204
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
JUVENILE	33	J	0	0	0	6	27	38
JUVENILE ABUSE & NEGLECT	258	JA	18	18	0	11	265	188
JUVENILE DELINQUENT	110	JD	11	11	8	21	108	85
TOTAL JUVENILE	401		29	29	8	38	400	311

REPORT D
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE MONTH OF JULY 2004
 IN THE CIRCUITY COURT OF THE 11th JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
CONSERVATION VIOLATION	15	CV	5	0	1	19	26
DRIVING UNDER THE INFLUENCE	453	DT	75	0	53	475	440
ORDINANCE VIOLATION	922	OV	148	0	178	892	816
TRAFFIC VIOLATION	15,667	TR	2,908	37	3,280	15,332	21,892
TOTALS:	17,057		3,136	37	3,512	16,718	23,174

REPORT NO. E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE MONTH OF JULY 2004
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

[illegible]

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
THROUGH THE MONTH OF JULY 2004
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

	NOT CONVICTED							CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
						BENCH TRIAL	JURY TRIAL				
JAN	15	0	1	0	1*	0	1	78	1	1	98
FEB	17	0	5	0	0	0	3	72	3	2	102
MAR	11	0	5	0	1	1	0	91	0	3	112
APR 4	25	0	10	0	0	0	0	98	1	6	140
MAY	24	0	8	1	0	0	1	72	1	0	107
JUNE	20	0	10	0	0	0	1	83	1	0	115
JULY	7	0	8	0	0	2	1	70	0	5	93
AUG											
SEPT											
OCT											
NOV											
DEC											
TOTAL	119	0	47	1	2*	3	7	564	7	17	767

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

REPORT G
SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
DURING THE MONTH OF JULY 2004
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW.

TOTAL NUMBER OF CONVICTED FELONIES: 75
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	2	4	9	6	12	33
4. PROBATION	0	0	0	7	6	29	42
5. OTHER	0	0	0	0	0	0	0
TOTALS:	0	2	4	16	12	41	75

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF JULY 2004
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
MCLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	1	0	0
FAMILY (OP)	7	1	1
CRIMINAL	4	2	3
TOTAL:	12	3	4

September 6, 2004

McLean County Board
Justice and Public Safety Committee
Bloomington, IL 61701

Re: Monthly Caseload - MONTH ENDING July 31, 2004

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

CASE TYPES	MONTHLY TOTALS 2003	MONTHLY TOTALS 2004	YTD TOTALS 2003	YTD TOTALS 2004	% CHANGE YTD
FELONIES	81	54	577	522	<10%>
MISDEMEANORS	122	104	673	708	5%
DUI	14	26	155	153	<1%>
TRAFFIC	66	73	549	412	<25%>
JUVENILE	19	31	138	147	6%
(DELINQUENT)	5	20	62	86	28%
(ABUSE/NEGLECT)	14	11	76	61	<20%>
MENTAL HEALTH CASES	2	3	12	8	<33%>
TOTAL	304	291	2,104	1,950	<7%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING: July 31, 2004**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	YTD TOTALS	NEW MONTHLY TOTALS	NEW PTR/REVIEW TOTALS
F	TRACY SMITH	61	4	9
F	JAMES TUSEK	66	7	5
F	RONALD LEWIS	61	3	9
F	BRIAN MCELLOWNEY	56	1	3
M	CARLA HARVEY	346	42	3
F	CARLA HARVEY	39	6	2
F	LARRY SPEARS	73	12	4
M	LARRY SPEARS	285	30	5
DUI	MILLCENT ROTH	153	26	19
TR	MILLCENT ROTH	412	73	15
F	JOHN WRIGHT-C	43	7	0
F	LEE ANN HILL-C	41	5	0
F	TONY TOMKIEWICZ-C	42	6	0
CM	DAWN NATION	74	32	1
J	JON MCPHEE	42	6	0
J	ART FELDMAN	86	20	8
J	ROB KEIR	39	12	0
J	ALAN NOVICK-C	9	2	0
PC/SVP	DAVID BUTLER-C	3	2	0
PVT	PRIVATE COUNSEL	172	24	0
W/D	WITHDRAWN	21	7	0

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C. =Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)

DUI= DUI

TR= Traffic

M= Misdemeanor

September 6, 2004

TO: Justice Committee

FROM: Amy Johnson Davis

RE: Monthly Report

JULY DISPOSITIONS 2004

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	30	41	40
PLEA / LESSER	12	2	15
BENCH TRIAL / WIN	0	0	0
BENCH TRIAL/LOSS	0	0	0
JURY TRIAL / WIN	1	0	0
JURY TRIAL / LOSS	1	0	0
DISMISSED / UPFRONT	1	8	5
DISMISSED / TRIAL	2	8	1
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	3	0	4
PRIVATE COUNSEL	12	5	7
PLEA / BLIND	5	0	0
REFILED AS FELONY	N/A	0	2
WITHDRAWN	1	7	0
DIRECTED VERDICT	0	0	0
P.D. DENIED	1	4	1



Hudson, Illinois 61748
Business Phone: 309-726-1501

July 13, 2004

Fred Fink
C/O McLean County Rescue
RR 1
El Paso, Illinois 61738

Fred,
On behalf of the Hudson Fire Department, I would like to thank McLean County Rescue for their support during our two recent search and recovery dives. The provision of manpower and equipment helped our dive team out tremendously. As our department is discovering, our search and recovery team is a valuable resource, and we are thankful to have the relationship and support that we have with your department.

Thank you again for all your support during these difficult events.

Sincerely,

A handwritten signature in black ink that reads 'Del Thomas'. The signature is written in a cursive, flowing style.

Chief Del Thomas
Hudson Fire Department



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

June 3, 2004

Mr. Fred Finck
McLean County Rescue
102 Parkinson
Normal, IL 61761

Dear Fred:

On Saturday, May 29th, your department responded to the scene of a missing boater at Evergreen Lake. After two days of searching, the victim was finally located and recovered.

I am writing this letter to thank you and your search and rescue team for the support and assistance provided during this ordeal. I believe this is just one more example of the excellent working relationship that exists between our departments.

Again, please accept my thanks for all of your help.

Sincerely,

David Owens
Sheriff

DO:jc

**Office of the Coroner
McLean County
JULY 2004 REPORT**

	JULY 2004	JULY 2003	TYTD 2004	LYTD 2003
<i>Cases</i>	62	73	514	465
<i>Autopsies</i>	9	14	59	64
<i>Out/County Autopsies</i>	32	28	223	131
<i>Inquests</i>	3	9	35	34

TOTAL DEPOSITS

	BUDGET	ACTUAL
<i>Copy Fees</i>	\$6,000.00	\$5,048.00
<i>Morgue Fees</i>	\$26,250.00	\$39,819.00
<i>Reim/Services</i>	\$250.00	\$282.65
<i>Paid to Facilities Mgt.</i>	\$0	\$7,026.00

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 2

Medical/Sudden death – 4

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 3

OPEN DEATH INVESTIGATIONS

Traffic Crash – 5

Homicide – 0

Medical/Sudden death – 4

Other/Pending - 10

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

7 Officer Supervision Unit plus 3 Officer PSI Unit

Total Caseload – 1119 (1118 last month)

Average caseload per officer 159 (60 AOIC recommendation)

Presentence Reports Completed – 38 (45 last month)

* Total Workload Hours Needed – 2067.50 (2188.80 last month)

** Total Hours Available - 1650.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (11 officers working 150 hours each per month).

AOIC workload standards indicate **an additional 2.78 adult officers are needed.** (3.59 last month)

JUVENILE DIVISION

4 Officer Division

Total Caseload – 136 (137 last month)

Average caseload per officer 34 (35 AOIC recommendation)

Social History Reports Completed – 5 (19 last month)

* Total Workload Hours Needed – 471.50 (642.50 last month)

** Total Hours Available 600.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -.85 juvenile officers are needed.** (.28 last month)

EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maximum caseload of 45

Total caseload 30

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

3 person unit with a maximum caseload of 40

Total Caseload – 43 (46 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 6 (8 last month)

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 66 (61 last month)

JUVENILE INTAKE

2 person unit

Total Informal Conferences - 19 (28 last month)

Total Caseload Informal Probation – 72 (76 last month)

Total Intake Screen Reports – 93 (69 last month)

COMMUNITY SERVICE PROGRAM

1 person unit

Total Caseload Adult - 534 (515 last month)

Total Caseload Juvenile - 44 (41 last month)

Total Hours Completed Adult – 2811.00 (\$14,757.75 Symbolic Restitution)

Total Hours Completed Juvenile – 265.00 (\$1,391.25 Symbolic Restitution)

Total Worksites Used – 37 (36 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 93 (101 last month)

Total Court Supervision/Conditional Discharge Caseload – 441 (430 last month)

2004
JUVENILE DETENTION CENTER
MCLEAN COUNTY

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	1	0	0	0	0	0	0	0				
11	1	0	2	0	1	1	1					
12	0	1	0	0	2	0	0					
13	5	2	3	1	4	1	1					
14	1	1	2	0	3	2	3					
15	8	6	4	1	2	4	3					
16	9	9	12	9	10	18	17					
Sex of Minors Detained												
Male	14	12	16	8	17	20	22					
Female	11	7	7	3	5	6	3					
Race of Minors Detained												
Caucasian	15	12	14	5	13	14	15					
African-American	10	6	9	5	9	9	5					
Hispanic	0	1	0	1	0	3	5					
Offenses of Which Minor was Detained												
Dispositional Detention	2	4	5	1	6	10	18					
Warrant	10	4	6	4	4	5	1					
Aggravated Assault	0	1	0	0	0	1	1					
Aggravated Battery	0	0	0	1	3	2	1					
Aggravated Battery With A Firearm	0	0	0	0	0	0	1					
Aggravated Robbery	0	0	0	1	0	0	0					
Battery	0	0	1	0	0	0	0					
Burglary	2	0	0	0	1	0	0					
Burglary to Motor Vehicle	0	0	0	0	0	0	0					
Court Ordered	1	0	0	0	1	0	0					
DOC Evaluation	1	0	0	0	1	0	0					
DOC Warrant	0	2	1	0	0	0	0					
Domestic Battery	1	0	3	2	2	0	1					
Intimidation	1	0	0	0	0	0	0					
Motor Vehicle Theft	1	1	1	0	0	0	0					
Possession of Controlled Substance	0	0	0	0	0	0	0					
Possession of Controlled Sub. W/Intent to Deliver	0	0	0	0	1	0	0					

2004

86

2004

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
Number of Days in Detention	254	389	480	292	351	362	372								
Revenue:	50	150	50	50	350	50	50								

2004
JUVENILE DETENTION CENTER
OUT OF COUNTY

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0	0	0	0	0				
11	0	0	0	0	0	0	0	0				
12	0	0	0	0	1	0	0	1				
13	0	0	0	0	1	2	1	2				
14	1	1	1	1	3	1	3	2				
15	4	1	1	3	0	2	5	2				
16	7	4	4	4	6	5	4	4				
Sex of Minors Detained												
Male	9	3	7	9	8	11	7					
Female	3	3	1	2	2	2	4					
Race of Minors Detained												
Caucasian	9	6	7	10	7	11	10					
African-American	3	0	1	1	3	1	1					
Hispanic	0	0	0	0	0	1	0					
Offenses of Which Minor was Detained												
Dispositional Detention	8	1	1	5	3	7	4					
Warrant	1	2	1	2	2	2	2					
Aggravated Assault	0	0	0	0	0	0	0					
Aggravated Battery	0	0	0	1	0	0	1					
Aggravated Criminal Sexual Assault	0	0	0	0	0	0	0					
Criminal Sexual Abuse	0	0	0	1	0	0	0					
DOC Evaluation	1	2	2	2	3	0	1					
DOC Warrant	1	0	0	0	0	0	0					
Domestic Battery	0	0	0	0	0	1	0					
Home Confinement Violation	0	0	0	0	0	1	0					
Placement Hold	0	0	0	0	0	0	0					
Predatory Criminal Sexual Assault	0	0	0	0	0	0	1					
Probation Violation	0	1	2	0	1	2	0					
Residential Burglary	0	0	1	0	0	0	0					
Theft Under	1	0	0	0	0	0	0					
Unlawful Possession of Weapon	0	0	1	0	0	0	0					


2004
JUVENILE DETENTION CENTER
OUT OF COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Sep	Oct	Nov	Dec
Residence of Minors Detained											
Adams	1	0	0	0	0	0	0				
Bureau	0	0	0	0	0	1	1				
Champaign	0	0	0	1	0	0	0				
DeWitt	2	0	3	0	0	0	3				
DOC	1	0	0	0	0	0	0				
Douglas	0	0	0	0	0	2	0				
Ford	0	0	0	0	0	0	1				
Henry	0	0	1	0	0	0	0				
Lee	0	0	1	0	0	0	0				
Livingston	3	2	1	1	2	5	2				
Logan	1	4	0	2	0	0	0				
Mason	1	0	1	1	1	0	2				
Peoria	0	0	1	0	0	0	0				
Putnam	0	0	0	1	0	0	0				
Rock Island	1	0	0	3	6	2	2				
Tazewell	2	0	0	1	0	2	0				
Vermilion	0	0	0	0	1	0	0				
Woodford	0	0	0	1	0	1	0				
Average Daily Population	2.9	3.8	1.7	2.3	4.3	5	3.8				
Average Daily Population:YTD	2.9	3.4	2.8	2.7	3	3.3	3.4				
Number of Days in Detention	89	110	52	69	133	150	117				
Revenue:	8250	11440	4730	6210	13220	15510	11660				

[illegible]

McLean County Children's Advocacy Center Monthly Statistics

July 2004

	2003 1ST INTERVIEW MONTH/YTD STATS	1ST. INTERVIEW 2004 MONTH/YTD	JUV. SUSPECT INTERVIEW 2004	SIB/WITNESS INTERVIEW 2004	2ND INTERVIEW 2004	OUT OF COUNTY INTERVIEW	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	8/8	13/13	0	11	0	0	24	24
FEBRUARY	8/16	12/25	1	3	1	6	23	47
MARCH	15/31	12/37	2	9	0	1	24	71
APRIL	6/37	15/52	2	4	0	1	22	93
MAY	9/46	15/67	0	4	0	2	21	114
JUNE	12/58	14/81	1	2	1	2	20	134
JULY	12/70	21/102	0	5	1	2	29	163
AUGUST	7/77							
SEPTEMBER	17/94							
OCTOBER	11/105							
NOVEMBER	5/110							
DECEMBER	10/120							
YEAR TO DATE TOTALS	120	102	6	38	3	14	163	163

CASA Report July 2004

The CASA Statistics for July:

2 Volunteers Assigned
5 New Children Assigned, ages 1-5

The Cumulative CASA Statistics:

15 Cases Assigned to Date
63 Active Volunteers
137 Children Served
0 Cases Awaiting Assignment
17 Hearings Attended
16 Court reports filed

Program Updates:

The CASA team presented the CASA curriculum to 8 volunteers on Monday's and Wednesday's during the month of July. The class is scheduled to finish on August 18, 2004. We have asked the Judiciary for more cases for this new class to assume, as they will be done soon.

Our office has actively been recruiting at churches, schools, physician's offices, dental offices, real estate offices, and hospitals. We are seeking new areas to recruit to obtain a larger class of volunteers for the fall class, in McLean County.

Our Pontiac volunteers that were sworn in on June 3, 2004, all have been assigned cases, and have attended court at least one time. The Pontiac Judiciary has been very supportive in having a CASA program. Our office is planning to have a fall class in Pontiac, that will run concurrently with the McLean county class.